

HONORABLE JAMAL N. WHITEHEAD

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

COMPASS, INC. AND COMPASS
WASHINGTON, LLC,

Plaintiffs,

v.

NORTHWEST MULTIPLE LISTING
SERVICE,

Defendant.

Case No. 2:25-cv-00766-JNW

DECLARATION OF CLAUDE SZYFER
IN SUPPORT OF DEFENDANT
NORTHWEST MULTIPLE LISTING
SERVICE'S MOTION TO DISMISS

I, Claude Szyfer, state under oath as follows:

1. I am a partner of the law firm Hogan Lovells US LLP ("Hogan Lovells"). Hogan Lovells, alongside Stoel Rives LLP, is counsel for Defendant Northwest Multiple Listing Service ("NWMLS") in this action.

2. I am admitted *pro have vice* in this action. I have full knowledge of the matters stated herein and could and would testify thereto.

3. Attached hereto as **Exhibit 1** is a true and correct copy of NWMLS Rules and Regulations, last revised March 28, 2025.

4. Attached hereto as **Exhibit 2** is a true and correct copy of NWMLS Data Use Policy, last revised January 2023.

DECLARATION OF CLAUDE SZYFER - 1
CASE NO. 2:25-cv-00766-JNW

1 5. Attached hereto as **Exhibit 3** is a true and correct copy of NWMLS Undisclosed
2 Address / Tax Identification or Unpublished Listing Policy.

3 6. Attached hereto as **Exhibit 4** is a true and correct copy of NWMLS Form 7B,
4 Seller's Request for Restriction on Showing and Sale.

5 7. Attached hereto as **Exhibit 5** is a true and correct copy of NWMLS Form 7U,
6 Seller's Request for Undisclosed Address or Unpublished Listing.

7 8. Attached hereto as **Exhibit 6** is a true and correct copy of NWMLS Form 1A,
8 Exclusive Sale and Listing Agreement

9 I declare under the penalty of perjury that the foregoing is true and correct.

10 Executed this 30th day of June, 2025

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Claude Szyfer (admitted pro hac vice)
HOGAN LOVELLS US LLP

DECLARATION OF CLAUDE SZYFER - 2
CASE NO. 2:25-cv-00766-JNW

Exhibit 1

Rules and Regulations

Last Revised March 28, 2025



Powering the Region's Real Estate Industry

NORTHWEST
MULTIPLE LISTING SERVICE®

NWMLS RULES & REGULATIONS

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A. LISTING PROCEDURES**1. Listing Input Program.**

Members and subscribers are allowed to directly input their own listings and all changes and notifications specified in NWMLS Rules, provided the following conditions are met or unless otherwise prohibited by these rules:

- (a) Certification. Inputting is done only by person(s) who have been issued a password after having successfully taken and passed NWMLS's training program.
- (b) Cancellation and Relist. Cancellation of a listing and relisting is only permitted when there has been a substantial change in the price of the property; provided, however, in order to cancel and relist, a price reduction must be greater than 5% of the lowest price of the listing and a price increase must be greater than 5% of the highest price of the listing.
- (c) Price Changes.
 - (i) Insignificant price changes are not permitted. A price change may be input only when there has been a meaningful change in the price of the property.
 - (ii) The list price may not be changed to the pending contract price.
- (d) Warranty by Listing Firms on Listings and Changes to Listings. Listing firms warrant that they have available in their offices true copies of listings and changes to listings, properly executed by all necessary parties, and a valid basis for all listings and changes to listings.
- (e) Prompt Verification and Correction. It is the responsibility of the listing firm to carefully review a new or changed listing and any notification as to a change in status of a listing in the on-line system and to immediately input corrections of any errors. NWMLS has no responsibility for the completeness or accuracy of any listing, change to listing and change in status of a listing, even if NWMLS inputs the listing or change, and the listing firm must verify that the listing or change was input accurately. The listing firm must verify that the information contained in the listing is accurate and entered in good faith.
- (f) Suspension or Revocation of Inputting Privileges. NWMLS may at any time suspend or, in flagrant cases, revoke the right of any member or subscriber or employee of a member or subscriber to input any information to the system if the member or subscriber has input in an improper manner or not in accordance with NWMLS's rules and policies without justifiable excuse. Any suspension of more than ten days or revocation may, at the request of the member concerned, be reviewed by the Board of Directors or its designated Sub-Committee.
- (g) NWMLS's Right to Override. NWMLS has the right, but not the duty, to override any listing, change in listing, or change in status of a listing as input by a member to eliminate any apparent violation of rules, policies or procedures of NWMLS. Even though it later appears that such overriding was not proper, NWMLS shall not be liable for any damages due to such overriding.
- (h) No Copies to NWMLS. Copies of listings, changes in listings and status report forms reflecting changes in the status of listings input by listing firms shall not be sent to NWMLS unless otherwise provided by these rules.
- (i) Printout of Listing, Change of Listings and Changes in Status. A computer printout of each listing, change in listing, and change in status of a listing constitutes proof of time and content of input. In the absence of such a printout, the listing firm must establish time and content of input by other valid evidence if time and content of input are disputed.
- (j) Inability to Input-Delivery to NWMLS. If a member is unable to input, whether due to:
 - (i) Breakdown of equipment;
 - (ii) suspension of inputting privileges by NWMLS; or
 - (iii) any other reason;

the member must deliver all listings, changes in listings, and changes in status of listings to NWMLS by the times specified in NWMLS's rules.

1/01/24

2. Required Turn-In and Promotion/Advertising.

- a. Initial Listing Input. The listing firm shall deliver to NWMLS or input all listings not later than the date specified in the listing agreement ("List Date"), which date shall not be more than 90 days from the effective date of the agreement.
- b. Changes to Listings. The listing firm shall deliver to NWMLS or input all changes to listings not later than 5:00 p.m. on the next day (holidays excluded) following the date on which a listing change is received by the member.
- c. No Promotion/Advertising When Listing Not Published. Members shall not promote or advertise any property in any manner whatsoever, including, but not limited to yard or other signs, flyers, websites, e-mails, texts, mailers, magazines, newspapers, open houses, previews, showings, and tours, unless a listing for that property has been delivered to NWMLS or input by the member and has not been cancelled, expired, or taken temporarily off the market. However, this Rule does not prohibit:
 - (i) a builder from including a member's or subscriber's name and contact information in the builder's new construction promotions before the property is listed for sale; or
 - (ii) a member from promoting and advertising property information obtained from sources not generated by the member or the member's affiliated companies, provided that a member has authorization from and clearly identifies the source of the information.
- d. Applicable Properties. This Rule applies to the following properties:
 - (i) Property improved by any construction constituting a single family dwelling (which is defined as a house, duplex, triplex, or fourplex);
 - (ii) condominiums; co-op apartments; floating homes and floating on-water residences, as defined by applicable law (whether owned or rented moorage);
 - (iii) mobile and manufactured homes which, under state law, may be sold by real estate brokers; and
 - (iv) unimproved property (including lots, tracts and acreage) where the zoning does not allow business, commercial, manufacturing or more than fourplex.

A member need not input more than one representative listing of essentially identical vacant lots in a plat or subdivision, so long as (1) the member notes in the Remarks section that there are such other properties available; (2) the member has a current listing agreement (not merely a Letter of Authorization) for all such vacant lots in the plat or subdivision or; and (3) any Compensation Offer (see Rule 101) is identical for each such listing.

e. Unlisted Sales.

- (i) Members shall deliver to NWMLS or input all closed "unlisted sales" not later than 5:00 PM of the third business day following receipt of notice of closing of the sale. Members must include a photo of the property and all information about the closed sale as required by NWMLS. Members shall not promote or advertise the property or the sale in any manner whatsoever until the closed sale has been submitted to NWMLS or input. "Unlisted sales" are limited to the following sales:
 - A. A sale where a member represents the seller pursuant to a Seller Representation Agreement. A "Seller Representation Agreement" means an agreement, on a form prepared by NWMLS, to represent a property owner in a transaction where the owner has identified the buyer and seeks the member's assistance in a transaction with that identified buyer without promoting or advertising the property in any manner whatsoever.
 - B. A sale where a member represents a buyer in the sale of an unlisted property where the seller is not represented by a real estate broker, otherwise known as a "for sale by owner" sale.
 - C. A sale where a member represents a buyer in the sale of a property that was listed in a residential multiple listing service other than NWMLS.

1/01/24

3. NWMLS Listing Agreement.

- (a) Requirements. All listings must be taken:
 - (i) On a current NWMLS listing agreement or;
 - (ii) If a non-NWMLS listing agreement is used, that agreement must include the current NWMLS listing agreement addendum or the provisions contained therein. If the seller makes a Compensation Offer, that agreement must also include the "Buyer Brokerage Firm Compensation" provision from the current NWMLS listing agreement.
- (b) Modifications Prohibited. Other than the extension of the 90 day timeframe related to the List Date (which may be approved by NWMLS on a case-by-case basis):
 - (i) Listing Agreement. The provisions of NWMLS's listing agreement that are also contained in the NWMLS listing agreement addendum shall not be modified; and
 - (ii) Listing Agreement Addendum. The provisions of the NWMLS listing agreement addendum shall not be modified.
- (c) Prohibited Use. If a member does not intend to turn in or input an optional listing with NWMLS, a NWMLS listing agreement or NWMLS listing agreement addendum shall not be used.

8/15/24

4. Certain Agreements not Eligible.

The following agreements will not be accepted by NWMLS and shall not be taken on a NWMLS listing agreement or input into NWMLS's online system:

- (a) RESERVED;
- (b) RESERVED;
- (c) Undivided interests in property, including tenancies in common, real estate investment trusts, and limited partnership interests, except for timeshares under Rule 5;
- (d) Listings for which the listing firm will not receive notices, notices of acceptance, or revocations of offers or counteroffers on behalf of the owner; and
- (e) Listings for which (i) the listing firm requires or desires buyer brokers to contact the owner directly to obtain property information, schedule showings, or negotiate contract terms; or (ii) the listing firm will not assist the owner in preparation or review of contract documentation, unless the limitations set forth in this subsection (e) are disclosed in the Broker Remarks. Such a disclosure by the listing firm will constitute approval of the conduct of any other member consistent with such disclosure.
- (f) Listings where the seller does not have the unconditional right to sell the listed property, unless otherwise permitted by NWMLS Rules.

3/28/25

5. Optional Listings.

- (a) Types of Properties. The following are optional listings. If an optional listing is taken on a NWMLS listing agreement or taken using the NWMLS listing agreement addendum, the listing firm shall deliver or input the listing to NWMLS not later than the List Date, which date shall not be more than 90 days from the effective date of the agreement
 - (i) rental listings;
 - (ii) leasehold interests including state or national forest land and Indian land, expiration date of lease must be included in listing;
 - (iii) commercial and business opportunity listings; and
 - (iv) listings for timeshares as defined by applicable law, including without limitation a tenancy in common, license, right to use, lease, and membership. By submitting or inputting a listing for a

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timeshare (or any changes thereto), the listing firm warrants that all statutory and other requirements for timeshare registration and advertising have been satisfied or, alternatively, that the timeshare is exempt from these requirements.

1/01/24

6. Unenforceable Listings Will Not Be Published.

Any listing containing a provision permitting the seller, in its sole discretion, to avoid payment of any Compensation Offer published in the listing even though an offer meets all terms of the listing and any required financing is available will not be published by NWMLS and shall not be input by the listing firm. An example of such an unacceptable listing contains a provision "Subject to seller finding a satisfactory home."

2/14/84

7. RESERVED

8. Listing Changes.

All changes must be on the applicable NWMLS Status Change Input Sheet.

10/3/22

9. RESERVED

10. Listing Information.

- (a) Required Information. Each listing must contain the property and listing information required by the then-current listing input program.
- (b) RESERVED.
- (c) Bedrooms/Septic System. The total number of bedrooms in the listing may not exceed the number of bedrooms for which the on-site sewage system is known to have been approved.
- (d) RESERVED.
- (e) NWMLS's Review Procedure. NWMLS is not responsible to review a listing for completeness or accuracy.
- (f) Listing Firm is Responsible for Accurate Listing Information. It is the responsibility of the listing firm to carefully review a new or changed listing whether turned into NWMLS or input by the member as it appears on the on-line system, and to immediately notify NWMLS of any errors, or input corrections of errors.
- (g) NWMLS Not Responsible for Incorrect Data. NWMLS and its agents and employees will use their best efforts to translate and transmit information from and to members without errors or omissions. However, neither NWMLS nor its agents or employees shall be liable to any member or third party in the event any errors or omissions occur, whether through the negligence of NWMLS or its agents or employees, or due to any other cause whatsoever.
- (h) Listings, Compliance with Laws. Each listing shall comply with all applicable local, state, and federal codes, regulations, laws, and ordinances, including but not limited to, the Fair Housing Act, the Civil Rights Act 1964, and all other applicable laws against discrimination. Each member is solely responsible to ensure compliance and agrees to indemnify and hold NWMLS harmless and to defend it against any claims made against NWMLS in connection with the listing, including all damages, attorney's fees, legal and other expenses incurred in connection with the claim.
- (i) Member's Advertising in Listings Prohibited. NWMLS listings may only be used to provide information pertinent to the listed property and may not be used to:
 - (i) advertise a member's services to the membership or to the public by way of direct or indirect advertising or "branding" of the listing data including photograph(s) (e.g., inclusion of personal contact information, any web address, open houses, proprietary icons, etc.); however, this rule does

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- not prohibit the incidental inclusion of yard signs in photographs; or
- (ii) advertise a member's services by including any advertising or branding in the virtual media in the listing (including links to external websites or media).
- (j) Listing Photographs. NWMLS listings must include one primary photograph (see Rule 192), which must not contain any superimposed graphics or text, and may include additional photographs of the property listed for sale. The photographs input into the NWMLS database, must not contain more than one photograph (i.e. combining more than one photograph into a single image is prohibited), must not feature personal property, and must not include people (unless incidental and unidentifiable). Photos must accurately reflect the condition of the property at the time of listing and the listing must disclose if an image is a rendering of the property, if the image contains virtual staging, or if the image has been modified to alter the property. All photos must comply with NWMLS's then current Photo Policy.

1/01/24

11. Restrictions on Showing and Sale.

No listing or Letter of Authorization shall include any restrictions on showing, submission of offers, or sale of the property except as authorized by this Rule. Impermissible restrictions include, but are not limited to: "Only listing firm brokers to show," "Do not publish listing until [specific date]," and "Undisclosed property address."

- (a) Restrictions Permitted if Disclosed in Remarks Section. The following restrictions on showing and sale shall be noted in the listing:
 - (i) The seller elects not to have a keybox on the property but the listing firm possesses a key;
 - (ii) The seller may not review offers until a future date (but may accept an offer sooner). This restriction shall be disclosed by selecting the applicable amenity field in the listing input program;
 - (iii) The sale is a "Short Sale," subject to the approval of Seller's creditor(s). A "Short Sale" is a transaction that depends on seller's creditor(s)' agreement to accept less than the amount secured by the Property in order to satisfy Seller's obligations at closing. This restriction must be disclosed by selecting "Short Sale" in the "Third Party Approval Required" amenity field in the listing input program and may also be disclosed in the Remarks section.
 - (iv) The sale requires court approval. This restriction must be disclosed by selecting "Other – See Remarks" in the "3rd Party Approval Required" amenity field in the listing input program and must be explained in the Remarks section.
 - (v) The seller is a relocation company and must disclose any conditions to the right to sell in the Remarks section.
 - (vi) The property is available for purchase by successful bidding at an auction. Any related restrictions and third party fees must also be disclosed and an auction information form (on a form prepared by NWMLS) must be included with the listing. In addition, the listing firm must ensure that buyer brokerage firm has sufficient notice of any restrictions related to any published Compensation Offer.
 - (vii) The seller permits the listing firm to allow access to the property to consumers who are unaccompanied by any broker. The listing must specify whether unaccompanied consumer access may be concurrent with broker showings or will only occur at a separate time that does not overlap with broker showings.
 - (viii) The sale is for an "equitable interest", where a buyer who is a party to a binding purchase and sale agreement is selling its interest in the property. This restriction must be disclosed in the "Equitable Interest" amenity field in the listing input program and must be further explained in the Remarks section.
- (b) Restrictions Permitted Only if Signed Seller's Request is Obtained in Advance. The following restrictions on showing and sale shall be noted in the listing and the listing firm must obtain the Seller's Request before the restriction is imposed.
 - (i) The seller requires a broker from the listing firm to be present at all showings of the property;
 - (ii) The seller requires the seller's name or address (but never the property address) be omitted from the listing;

- (iii) RESERVED;
 - (iv) RESERVED;
 - (v) RESERVED;
 - (vi) The seller offers a variable Compensation Offer under Rule 101(g), including any site registration requirements. Site registration requirements must be disclosed in the Marketing Remarks;
 - (vii) The seller requests that the buyer pay a separate, lawful fee to a third party, such as a short sale negotiator. The listing must set forth the seller's request, the amount of the fee, and the identity of the third party.
 - (viii) The seller requires that the buyer be pre-qualified or pre-approved by an identified lender;
 - (ix) The property is subject to a legally enforceable right of first refusal. This restriction must be disclosed by selecting "yes" in the "right of first refusal" amenity field in the listing input program and may also be disclosed in the Remarks section. The Seller's Request shall be in the form of an addendum to the listing agreement on a form prepared by NWMLS, which requires the payment of the buyer brokerage firm compensation, if any, to the member who procures an offer that causes the right of first refusal to be exercised;
 - (x) The seller requires that all previews or showings of the property, including previews and showings by the listing firm, not take place for a period of more than 24 hours; or
 - (xi) RESERVED.
- (c) Contents of Seller's Request. The Seller's Request must be signed by the seller and state the restriction the seller would like to impose and the reason(s) why the seller wants each restriction in the listing, and it must confirm that the listing firm disclosed to the seller the advantages and disadvantages of such restriction. The request must be prepared by the seller and not the broker. Alternatively, the Seller's Request may be on a form prepared by NWMLS and signed by the seller. If a seller of new construction will impose a restriction to an entire project, the listing firm shall publish a full description of the restriction in each applicable listing.
- (d) Actual Discussion With Seller Must Take Place. Member shall not obtain a Seller's Request without actually discussing the advantages and disadvantages with the seller.
- (e) Seller's Request and Listing Must be Provided to NWMLS. The Seller's Request must be provided to NWMLS with a copy of the listing within the time limit for turning the listing in to NWMLS or inputting the listing or change thereto.
- (f) Buyer Brokerage Firm's Right to Present Offers Not Impaired. Even if the seller includes a provision that no offers are to be presented until a specified date, or other similar limitation, any member may, nevertheless, after notice to the listing firm (as required by Rule 125), contact the seller directly to see if the seller desires to see an offer obtained prior to that date.
- (g) Duty to Honor Restrictions. Members and subscribers shall honor all restrictions on showing and sale and all showing instructions. In addition, for listings that require appointments, members and subscribers shall notify the listing firm as soon as practical if a subscriber will be unable to attend a scheduled showing appointment.
- (h) Non Member Access. Upon authorization from the seller, the listing firm shall facilitate access to the property for licensed real estate brokers, desiring to preview or show the property, who are not members of NWMLS.

1/01/24

12. New Member's Listings.

A new member must immediately turn in to NWMLS or input all of its listings which must be turned in under the mandatory turn-in rule. Such listings must be rewritten on a current NWMLS listing agreement or a listing agreement that includes the current NWMLS listing agreement addendum, unless the seller signs a statement refusing to sign such form.

10/3/22

13. Former Member's Listings.

NWMLS members may continue to show and sell former members' listings until the listing expires, is rescinded or is terminated due to revocation or cancellation of listing firm's license.

1/14/84

14. Separate Listings.

A listing on NWMLS form shall never include more than one parcel of real estate or more than one residence unless all the described properties are to be included in one offer at one price for all properties. (See Rule 30 for special handling of tracts and subdivisions).

2/14/84

15. RESERVED**16. Notification of Termination of Exclusives - Discontinued Publication.**

The listing firm must notify NWMLS of termination of a listing in writing or input the termination. The written notice must be delivered to NWMLS's office or the termination must be input by the listing firm by 5:00 p.m. of the next day following termination of the listing.

Termination includes, but is not limited to, release by the listing firm, cancellation by the seller and rescission.

Whether or not the above notice is given, NWMLS shall discontinue publishing a listing upon receipt from the seller of written notice that: (i) The listing has been terminated; and (ii) the listing firm has been notified of the termination.

The listing firm must input termination of a listing upon receipt of written notice from the seller that the listing is terminated. If the listing firm fails to do so, NWMLS may input the termination.

2 /14/84

17. Solicitation of Listings.

(a) Cancellation of a Listing. A member shall not solicit cancellation of a listing which is currently listed exclusively with another member.

(b) Solicitation of New Listing on Expiration of Present One. A member shall not use NWMLS information: (i) obtained through NWMLS or a member's republication of NWMLS information, or (ii) obtained from the listing firm through offers to cooperate or presentations of offers to buy, to solicit a listing to take effect upon expiration of another member's exclusive listing.

If a complaint is made against a member, it shall be presumed that if such solicitation took place, the member violated the foregoing. That presumption may be rebutted by the member submitting evidence that the information used to identify the solicited seller was obtained from sources other than NWMLS.

(c) Seller Initiates Discussion for New Listing on Expiration of Present Listing. If the owner initiates the discussion, and provided the member has not directly or indirectly solicited such discussion, a member may discuss with an owner of a property which is listed with another member the terms upon which the member would accept a future listing upon the expiration of the present listing.

(d) Telephone or Mail Solicitations. Members may make general telephone or mail announcements to all property owners in a given area or category describing their services and the terms of their availability, even though some recipients may have exclusively listed their property with another member, so long as none of the prohibitions in Sections (a) and/or (b) above are violated.

(e) A member soliciting listings from NWMLS's "expired", "cancelled" or other "off-market" databases must cross-reference such data against NWMLS's "active" database.

12/1/01

18. Rejection of Listings.

NWMLS will reject listings without publishing and listing firms shall not input listings when:

- (a) the listing is for the same interest in the property for which there is an exclusive listing with another office;
- (b) the listing is for the same interest in the property for which there is an exclusive listing with another office with a pending sale;
- (c) the listing is not on the current NWMLS listing agreement or on an agreement that does not include the current NWMLS listing agreement addendum;
- (d) the listing is on the wrong form (e.g.: mobile home on residential; duplex on residential);
- (e) the listing is ineligible under Rule 4, or is for membership in an entity furnishing the right to occupy campsites but not including any interest in specific real estate;
- (f) the listed property is not located within the United States;
- (g) the listing has unauthorized deletions in the text of the listing;
- (h) the listing violates Rule 6 "Unenforceable Listings" such as subject to seller finding home of seller's choice;
- (i) the listing has an "Until Sold" expiration date;
- (j) there is a mobile home, floating home, or floating on-water residence in the listing without including sale or lease of real property on which it is located;
- (k) no owners' or no broker's signatures appear on the listing;
- (l) Assumption of Debt Listings. Listing firm shall include in the price of the listed property the property debt plus brokerage firm(s) compensation, title insurance, escrow fee, current and delinquent taxes, and payments on encumbrances. Substantially the following shall be stated in the Broker Remarks section of all such listings:

"Buyer to assume property debt. Seller to receive nothing at or after closing."

1/01/24

19. Rejection of Status Reports Forms.

NWMLS will reject Status Report Forms without publishing and listing firms shall not input change in status when:

- (a) "Cancelled" is checked and dated without a member-authorized signature;
- (b) buyer brokerage firm compensation change, price change, terms change, temporary off market, or extension of expiration date does not have owner's signature;
- (c) RESERVED;
- (d) back on the market from the buyer brokerage firm; must come from the listing firm with date sale failed;
- (e) back-up offers requested without owner's signatures;
- (f) there is no address or MLS number;
- (g) there is no change noted on the form.

10/3/22

20. Legal Descriptions.

The listing firm must include a correct legal description of the property as an attachment to the following listing types and sub-types: residential, condominium (legal description or declaration recording number), manufactured home, vacant land, farm and ranch, multi-family, and commercial/industrial. NWMLS will not furnish legal descriptions.

10/28/15

21. RESERVED

22. Listings May be Published Only in Area in Which Located and in Only One Property Type; Exceptions.

- (a) Initial Publication and Inputting. Initially, a listing may be input and published (whether by NWMLS or by LIP members) only in the area in which the listed property is located and only under the property type that most closely represents its legal description or zoning.
- (b) Additional Areas and Categories. Subsequent to the initial inputting of a listing by NWMLS or LIP member, NWMLS staff may input a second listing for the same property i) in a second area, but only if the property is within one-half mile of the boundary of a geographically contiguous area (i.e., not separated by water or other geographic feature); or ii) in a second property type, but only if the property is initially input in its proper type first and the second property type bears some logical relation to the property (e.g., the zoning would accommodate more than one use). Second listings for property type must include notice to other members if the legal description or zoning require the use of a particular form of purchase and sale agreement (e.g., a second listing for a condominium must include notice that a condominium purchase and sale agreement is required).
- (c) Procedure for Publication and Inputting a Second Listing. If publication and inputting in additional areas and/or categories is permitted by these rules, members (whether the member has listing input privileges or not) must submit a request to NWMLS for NWMLS to publish and input in additional areas and/or categories. Such requests must be accompanied by payment of NWMLS' charge of \$50.00 or authorization from the subscriber to charge the fee to subscriber's MLS account or personal credit card for each additional inputting. No LIP member shall input any listing for any additional areas or categories. All such additional inputting shall be made by NWMLS only.
- (d) Violations; Automatic Fine. Any member violating this Rule by inputting a second listing without payment of the fee or without submitting the second listing to NWMLS for input will be assessed an automatic fine as set forth in these Rules plus payment of the fee required by this Rule.

7/15/09

23. RESERVED**24. Excepted Prospects Must Be Noted on Listing.**

In the event a listing contains an exception or exclusion for any prospect, that fact must be noted in the "Remarks" section by stating "listing contains excluded prospects" or similar wording.

5/28/92

25. Cooperation in Showing and Submitting Offers and Disclosing Information to Other Members.

Whenever a member provides real estate brokerage services to the owner of a property, the member must cooperate with any other member desiring to show or submit an offer on the property and, upon request, must disclose to other members all information concerning the property known by the member. The obligation to cooperate and disclose includes optional listings that have not been input or turned in to NWMLS. This rule also applies to any property subject to a Letter of Authorization.

4/27/22

26. Listing Agreements - Notification Required in Broker Remarks.

- (a) Exclusive Agency Sale and Listing Agreements. The listing firm must insert "XA" as the first item in the Broker Remarks section of the listing for each Exclusive Agency Sale and Listing.
- (b) Non-Exclusive Sale and Listing Agreement. The listing firm must insert "Non-Exclusive" as the first item in the Broker Remarks section of the listing for each Non-Exclusive Sale and Listing Agreement.

3/28/25

27. Republication of Website Fields by Members on Internet Permitted

- (a) Members may receive and display portions of NWMLS's database pursuant to the then current NWMLS Data Use Policy. Members have no vested right to the continuation of such policy which may be amended from time to time in the discretion of NWMLS.
- (b) A seller's selection regarding Internet Advertising in the listing input forms shall apply to all members, including the listing firm.
- (b) A violation of NWMLS's Data Use Policy is a violation of this Rule 27.

1/01/24

28. DELETED

7/01/10

29. RESERVED**B. TRACTS, PLATS AND NEW CONSTRUCTION****30. Letter of Authorization.**

- (a) When Obtained. A Letter of Authorization (LOA) on the current NWMLS form may be obtained from a builder or developer of a tract or subdivision covering all lots and parcels on which there is insufficient information available to complete NWMLS's Exclusive Right to Sell and Exclusive Agency Sale and Listing Agreement Forms.
- (b) Publication of Letter of Authorization. The member must input or cause to be delivered to NWMLS within the time and in the manner specified in Rule 2 all Letters of Authorization taken on NWMLS's form Letter of Authorization, irrespective of where the property is located.
- (c) Exclusive Right to Sell and Exclusive Agency Sale and Listing Agreement Must be Submitted. As to each lot or parcel in a tract or subdivision subject to a Letter of Authorization, an Exclusive Sale and Listing Agreement must be submitted to NWMLS in accordance with Rule 2 as soon as all required information is available.

9/30/87

31. Listing Firm Responsibilities.

The listing firm has the following responsibilities:

- (a) Information. Notify NWMLS (and any members on request) of the names of the broker to contact for information and assistance on sales of that tract.
- (b) Forms. Supply, and instruct on proper forms and wordage of Purchase and Sale Agreement.
- (c) Presentation of Offers. Present all offers to builder or owner and assist wherever necessary in connection therewith.

2/14/84

32. DELETED

9/03/86

33-39 RESERVED**40. Automatic Fines.**

In lieu of taking formal disciplinary action, NWMLS may fine subscribers and members for violations of NWMLS's Rules pertaining to the following conduct:

- (a) Corruption of listing data, including conduct such as, but not limited to, including a internet URL or advertising an open house in Marketing Remarks, providing an incorrect tax parcel ID number or address, or including information prohibited or excluding information required by these Rules;
- (b) Failure to upload a primary photo as required by these Rules;
- (c) Impermissible price changes;
- (d) Unauthorized inputting of duplicate listings; and
- (e) Failure to install a NWMLS keybox, except when the seller has excluded the requirement from the listing agreement.

The fine imposed shall be in accordance with NWMLS's then current fine schedule published to the membership. In NWMLS's discretion, formal disciplinary action in accordance with NWMLS's Discipline Manual may be taken for any Rule violation, including the above. Formal disciplinary action may result in monetary and/or other sanctions greater or lesser than provided for by the fine schedule.

A subscriber believing that an automatic fine has been imposed incorrectly may notify NWMLS in writing of the facts supporting that belief within ten (10) days of the date of NWMLS's notice that a fine has been assessed. NWMLS will investigate the facts and, if NWMLS staff determines the fine was improperly assessed, NWMLS will issue a correction notice. There is no further appeal available from the imposition of an automatic fine.

All fines levied pursuant to this Rule shall be levied against the individual subscriber and shall be billed to the subscriber directly in the same manner and on the same payment terms as dues and other fees owed to NWMLS. The failure to timely pay the fine may result in suspension or termination of the subscriber's service as in the case of a subscriber's failure to pay dues or other fees, in which case the fine shall then be levied against the responsible member as well.

9/15/16

41-49 RESERVED

C. ELECTRONIC KEYS AND KEYBOXES

50. Electronic Keys and Keyboxes.

- (a) Use of Electronic Key.
 - (i) Subscribers shall only use Electronic Keys in connection with the normal and customary activities of a real estate broker or real estate appraiser. Subscribers shall ensure that the property is secure after previewing or showing, unless instructed otherwise.
 - (ii) Subscribers shall not loan an Electronic Key to any person whomsoever, for any period of time, no matter how short. The foregoing includes loans of Electronic Keys to appraisers, mortgage and utility company employees, builders and other brokers (including those in the same office), buyers, sellers and anyone else.
 - (iii) Subscribers shall not leave any other person who is not also a subscriber key holder unattended at a listed property without the seller's permission.
 - (iv) When previewing or showing a property with a NWMLS keybox installed, the subscriber responsible for accessing the property shall register the subscriber's key with the NWMLS keybox, whether or not the keybox is used to gain access to the property.
- (b) Who Can Receive Electronic Keys. Electronic Keys shall be issued only to licensed real estate brokers paying dues and licensed with a member; and appraisers paying dues and licensed with an appraiser associate member. NWMLS may suspend or terminate Electronic Key access for a violation of this Rule 50 or the Subscription Agreement.
- (c) Electronic Key Issuance Procedure. No subscriber shall be issued an Electronic Key until the person has (i) received their real estate or appraiser license; (ii) completed the NWMLS orientation and related requirements administered by NWMLS; (iii) executed the NWMLS Subscription Agreement furnishing all information called for in the agreement; and (iv) paid any applicable fees.
- (d) Electronic Key Loss. In the event that an Electronic Key is lost, misplaced, or stolen, the subscriber must promptly report such missing Electronic Key to NWMLS.

- (e) RESERVED.
- (f) Electronic Key Verification. NWMLS may, from time to time, require a subscriber to verify proper use and possession of an Electronic Key. NWMLS may suspend access until such verification process is completed.
- (g) RESERVED.
- (h) RESERVED.
- (i) RESERVED.
- (j) RESERVED.
- (k) NWMLS Keybox and Access to Property. All listed improved residential, condominium, and manufactured home properties must have a current NWMLS keybox installed on the premises except when the seller has excluded the requirement from the listing agreement. Subscribers may also install an electronic keybox managed by another multiple listing service or a keybox managed by the seller in addition to the NWMLS keybox. If the seller has excluded the requirement from the listing agreement, direct and personal access to the property shall be provided by either the listing firm or the seller only. Subscribers may only install NWMLS keyboxes on properties that are listed with NWMLS.
- (l) Keybox Removal. The listing firm may remove the keybox when the status of the listing is changed to Pending. When a sale is subject to a Buyer's Sale of Property Contingency (Form 22B), the keybox shall not be removed until the contingency has been removed. Upon closing, expiration, or release the listing firm shall remove the keybox within 24 hours.
- (m) Improper Possession or Use of Another Subscriber's Keybox or House Key. Any subscriber improperly using or possessing another subscriber's keybox shall be subject to disciplinary action. Any subscriber improperly using or possessing a key obtained from another subscriber or another subscriber's keybox shall be subject to disciplinary action.
- (n) Rental Listings. The installation of a NWMLS keybox on rental listings is optional. However, if any keybox is installed on the property to allow access by other subscribers, a NWMLS keybox must also be installed.
- (o) Leased Property. Subscribers must promptly return all leased key equipment to NWMLS upon termination of the subscriber's services.
- (p) Returned Boxes. NWMLS may, in its discretion, elect to pay such amount as the Board of Directors specifies for each keybox returned to NWMLS in good condition. No credit will be given for damaged boxes.

1/01/24

51-59 RESERVED**D. FORMS****60. Furnished Without Responsibility.**

All forms provided by NWMLS, in hard copy or through its website and applications, including NWMLS forms, member or "company" forms, Commercial Broker Association forms, and other forms, are furnished to members without liability or warranty. Use of these forms is voluntary except where specifically required by rule (e.g., NWMLS's listing agreement or listing agreement addendum, listing input forms, and status report forms).

10/3/22

61. Copyright Protection.

(a) No Republication. NWMLS forms, legal bulletins, and other written materials produced by NWMLS are protected by copyright and may not be republished on the Internet or in any other medium, except with the express consent of NWMLS.

(b) Alterations Prohibited. NWMLS forms are protected by copyright, and the pre-printed text, whether in hardcopy or electronic form, may be interlineated but may not be altered without NWMLS's express written consent. NWMLS's copyright notice and the revision date of the form may not be altered in any fashion. A member altering text of a

form in violation of this Rule shall be liable to any other member suffering damages as a result. Nothing in this Rule is intended to prevent a member from adding the member's logo to NWMLS's forms.

1/01/24

62. Limitation on Use.

NWMLS forms are designed for use by licensed real estate brokers. Accordingly, members may only provide forms to existing or prospective clients. Forms provided to existing or prospective clients must be the then-current version of the form and the pre-printed text must not be altered as provided in Rule 61. The member providing a form to an existing or prospective client agrees to (1) indemnify, defend and hold NWMLS harmless from any claim or liability resulting from the client's use of the form(s); and (2) to be liable to any other member suffering damages as a result of any alteration of the form(s) so provided, as though the member made the alterations itself in violation of Rule 61.

1/01/24

63-69 RESERVED

E. CAPITAL CONTRIBUTIONS AND FEES

70. Initial Capital Contribution.

The initial capital contribution contributed by NWMLS's four predecessor multiples, shall be a capital contribution as defined in the Bylaws.

2/14/84

71. Capital Contribution New Members.

New members shall pay a capital contribution of \$500 and services shall commence as soon as it is determined that requirements for membership have been met.

10/1/96

72. Membership Fee Associate Members.

The membership fee for associate members in NWMLS shall be \$100.

2/14/84

73. DELETED

5/30/96

74. Inactive Status of Membership.

- (a) When Granted. Any member, but not subscriber, will be granted inactive status for a minimum of six months and a maximum of one year provided:
 - (i) All sums due NWMLS are paid; and
 - (ii) the member's real estate firm is closed, with all Electronic Keys returned and the member warrants it will remain closed unless and until the membership is reinstated.
- (b) Dues. No dues will be assessed against a member during inactive status.
- (c) Voting Rights. A member cannot vote during inactive status.
- (d) Extension. The Board of Directors may, upon request prior to expiration of inactive status, grant up to a one year extension of inactive status.
- (e) Reinstatement. The Board of Directors may grant reinstatement of membership upon application by a member not less than six months after going on inactive status.

- (f) Engaging in Real Estate Business. A member on inactive status may engage in the real estate business as a managing broker or broker in any real estate firm during inactive status so long as the member does not own all or any interest in the real estate firm which owns the business.
- (g) Denial of Extension or Reinstatement. No extension or reinstatement shall be granted unless applied for prior to expiration of initial period of inactive status or during any extension thereof. If a member on inactive status engages in the real estate brokerage business as part or full owner or stockholder in a corporation engaged in such business, no extension or reinstatement shall thereafter be granted.

9/03/86

75. Dues and Other Collections; Regular Membership and Subscribers.

- (a) Semi-Annual Dues. All members and subscribers shall pay semi-annual dues to NWMLS. "Subscribers" includes all brokers, licensed assistants, as well as any unlicensed assistants having access to NWMLS's On Line System. The semi-annual dues shall be calculated as follows:
 - (i) Office Dues. One fee on a semi-annual basis, as fixed by the Board of Directors, per office and branch office. This amount shall include dues for the designated broker of main office or manager of branch office. New members during a semi-annual billing period will be billed at the beginning of the next month, on a pro rata basis, for the semi- annual billing period in which they joined.
 - (ii) Subscriber Dues. Each subscriber within member's office and branch office shall pay semi-annual dues, at such time and in such manner as fixed by the Board of Directors, except those exempt pursuant to Subparagraph (b) or (c) below. Each member shall register the names of all subscribers with licenses issued to the member. If a member fails to register any subscriber, the member shall be fined a minimum of \$250 and pay the amount of dues for the entire period during which the license for that person was issued to the member. In no event, however, shall a member be responsible for payment of the semi-annual dues or other financial obligation of a subscriber to NWMLS.
 - (iii) Dues-Paid in Advance. Dues shall be billed and paid in advance on a semi-annual basis. New Subscribers added during the semi-annual billing period will be billed at the beginning of the next month, on a pro rata basis, for the semi-annual billing period in which they were added.
- (b) Exception to Dues.
 - (i) Property Management/Commercial/Licensed Clerical. If a broker is exclusively engaged in property management, commercial real estate, or secretarial clerical activities and is employed by the member, then that broker can be exempt from dues if the member and broker each certify in writing that the broker is not engaged in said residential activities. In the event that any such person shall, at any time, solicit residential listings, list a residential property, conduct residential open houses, show a residential property, sell a residential property, or input or submit for input a listing for any property into the NWMLS database, then the member shall be fined a minimum of \$5,000. The member shall also pay dues for the entire period during which the license for that person was issued to the member. That person may not thereafter be exempt from dues for any member. A list of exempt brokers will be published to the membership periodically. Under no circumstances may an exempt broker obtain a NWMLS Electronic Key or use another person's Electronic Key.
 - (ii) MLS of Choice. If a member belongs to a different residential multiple listing service ("MLS"), then a broker licensed with that member can be exempt from dues if the member certifies to NWMLS that the broker subscribes to a different residential MLS and the broker will not, at any time, use any of NWMLS's services available only to NWMLS subscribers. In the event that an exempt broker does not subscribe to a different MLS or uses NWMLS services, then the member shall be fined a minimum of \$5,000. The member shall also pay dues for the entire period during which the license for that broker was issued to the member. That broker may not thereafter be exempt from dues for any member.
- (c) Discretionary Exceptions From Dues. The Board of Directors may exempt other subscribers, on case-by-case application.
- (d) (DELETED)
- (e) Collection of Other Association Dues. NWMLS may, as a convenience to members, and at member's direction, and with subscriber's approval, collect subscribers' fees or dues owed other real estate industry

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associations for payment to those associations. In such event, any sums thereafter received from subscriber shall first be applied to subscriber's obligations to NWMLS.

- (f) Member not Responsible for Subscriber's Fees, Dues or Other NWMLS Charges. Except as expressly provided for herein, a member shall not be responsible for the fees, dues or other financial obligations of subscriber to NWMLS.

4/4/19

76. Eligibility of Associate Members.

Associate members shall be limited to appraisers associated with the real estate brokerage industry, financial institutions, title insurance companies, mortgage insurance companies, escrow companies and businesses providing services to NWMLS members; provided that such businesses may provide services based, in whole or in part, on NWMLS information only to members and not to brokers or non-members. Associate members have no proprietary or other interest in NWMLS; are not entitled to vote; are not entitled to attend meetings as a matter of right; and have no right to participate in any distributions, in dissolution or otherwise, by NWMLS.

9/21/89

77. Associate Members-Services and Fees.

(a) Appraiser Associate Members.

- (i) Definition of "Appraisal Services". "Appraisal services" constitute the giving of an analysis, opinion or conclusion relating to the nature, quality, value or utility of specified interest in, or aspects of, identified real estate for any purpose other than a market analysis by the holder of a real estate license for listing or sale or purchase of real estate. "Appraisal services" include such services performed by Certified Appraisers.
- (ii) Appraiser Associate Members Defined. All associate members having one or more persons performing appraisal services as above defined are designated as Appraiser Associate Members.
- (iii) Semi-Annual Dues. All appraiser associate members shall pay semi-annual dues to NWMLS calculated as follows:
 - (A) Office Fee. One fee on a semi-annual basis, as fixed by the Board of Directors, per office and branch office. This amount shall include one appraiser fee for one appraiser in the main office or branch office and a password for that appraiser.
 - (B) Appraiser Subscriber Fee. Each Appraiser Subscriber within the Appraiser Associate Member's office and branch office shall pay a semi-annual fee, at such time and in such manner as fixed by the Board of Directors, except those exempt pursuant to subparagraph (iv) and (v) below. Each appraiser fee paid shall include one password. If an appraiser associate member fails to register and pay an appraiser fee for any non-exempt appraiser, such associate member shall be fined a minimum of \$250 and shall pay appraiser fees for the entire period during which payment should have been received. Additional penalties may also be imposed under Rule 85(b)(vi).
 - (C) Fee Paid in Advance. Fees shall be billed and paid in advance on a semi-annual basis.
- (iv) Exception Commercial/Clerical. Notwithstanding the above, if an appraiser is exclusively engaged in commercial real estate appraisal or secretarial clerical activities and is employed by the Appraiser member, and does not appraise residential property, then that appraiser can be exempt from computation of the fees due NWMLS from the appraiser associate member. In order to qualify for such exemption, both the appraiser associate member and the exempt appraiser must certify in writing that such appraiser is not engaged in appraising residential properties. In the event any such exempt appraiser shall, at any time, appraise residential property, then the associate appraiser member shall be fined a minimum of \$250. The appraiser associate member shall also pay appraiser fees for the entire period during which the appraiser was associated with such associate member and that person may not thereafter be deducted in computation of fees due NWMLS.

- (v) Discretionary Exceptions. The Board of Directors may exempt other appraisers on a case-by-case application.
- (b) Other Associate Members. Other associate members shall pay dues on a semi-annual basis in such amount as fixed by the Board of Directors and shall receive such benefits and services as approved by the Board of Directors.

1/01/06

78. **Miscellaneous Charges.**

Miscellaneous charges made by NWMLS to its membership and subscribers shall be treated in the same manner as dues, and the penalties for non-payment thereof shall be the same as in the case of non-payment of dues. Such charges include, but are not limited to, those for forms and miscellaneous items. Such miscellaneous charges shall be billed at NWMLS's cost, plus such reasonable additional amount as the President and CEO shall, from time to time, establish to cover NWMLS's overhead expense in furnishing such items to its members.

9/03/86

79. **Billing and Delinquent Accounts - Suspension of Services.**

- (a) When Delinquent After Billing. NWMLS shall bill members and subscribers for office dues and license fees in advance on a semi-annual basis. NWMLS will bill for supplies purchased, and other charges including fines and penalties incurred during the preceding month, on the first day of each month. That bill is delinquent if not paid by the 25th of that month. Services will be automatically suspended, keybox lockout will occur and member or subscriber will be denied access to the On-Line System if the full amount of that bill is not paid by the end of that month.

NWMLS will bill for delinquent semi-annual dues at the beginning of each month. Services will not be reinstated until the full amount of that bill is paid.

- (b) Services During Suspension. NWMLS shall not be responsible to save products, information, or other services for the member or subscriber during the period of any such suspension. A late fee in the amount as established by the Board of Directors will be assessed to delinquent accounts for each month of delinquency.
- (c) Submitting or Inputting Listings During Suspension of Services. In the event that the member's or subscriber's delinquency is dues and other charges, the member and subscriber are to continue to turn in or input listings and are bound by all other Rules and Regulations of NWMLS, including payment of all normal dues and charges. If suspension, however, is the result of a discipline decision, then the member or subscriber is not entitled to submit or input listings, but is bound by all other Rules and Regulations, including payment of dues and charges.
- (d) Termination of Member or Subscriber After Suspension of Services. If a subscriber suspended for non-payment of an account does not pay that account by the end of the month that the account was suspended, then the subscriber will be automatically placed in suspended status and all NWMLS services will be suspended. Any suspended subscriber will continue to accrue dues during such suspension so long as they are licensed at a member office.

If a member is suspended for non-payment of an account and does not pay that account by the end of the following month then that member will thereupon be automatically terminated from all NWMLS services. Upon such termination, the member must immediately return all Electronic Keys for which that member is responsible. Upon the return of any Electronic Key, any refund due shall be credited against the member's or subscriber's bill and any remaining amount of the refund shall be paid to the member or subscriber.

- (e) Reinstatement of Member or Subscriber Following Termination or Suspension. In the event a member or subscriber is reinstated after termination or suspension for non-payment of dues and other charges, a \$100 fee will be charged for such reinstatement. No request for reinstatement for a member shall be accepted for more than thirty (30) days after such termination.

10/3/22

80. Who Owns Membership.

Memberships are owned by the entity (e.g. individual proprietorship, partnership, company, or corporation) operating the real estate firm receiving service from NWMLS. Any designation in NWMLS records of a membership being owned by any entity other than the entity operating the real estate firm receiving services from NWMLS must be revised to comply with this Rule.

7/20/84

81. Application for Membership Security Interest.

- (a) Application Form. The Membership Application form must be signed by all owners (whether proprietors, shareholders of a corporate applicant, or partners) of applicant. All such owners must individually and on behalf of applicant agree to pay dues, charges and any amounts of any nature due NWMLS. The designated broker must also sign the membership application form and agree on behalf of applicant to comply with NWMLS Bylaws and Rules as presently in effect and as amended in the future.
- (b) Security Interest. NWMLS is not required to recognize a security interest in a membership.

5/26/88

82. Membership Nontransferable. NWMLS Must Be Notified As To Changes In Designated Broker and/or Change In Ownership.

- (a) Memberships Nontransferable. Memberships in NWMLS are not transferable.
- (b) Notification of Changes in Designated Broker or Ownership. NWMLS must be notified immediately of a change in designated broker and/or any change (no matter how small) of ownership of an applicant. A NWMLS form entitled "Notice of Change of Designated Broker or Change of Ownership in Member Firm" is available for use in giving such notice. In the event that, since admission to membership, 51% of the ownership (whether as proprietor, shareholder of a corporate member or a partner) of a member office has been acquired by a person(s) or other entity(ies), such change(s) constitutes a transfer of the membership. In such a case NWMLS' services shall be terminated until a new application for membership is made in accordance with NWMLS's Rules.

3/30/94

83. DELETED

3/30/94

84. DELETED

2/22/90

85. Password and Non-Disclosure Agreement.

- (a) Who is Entitled to Receive Password. The following persons shall be entitled to receive a password for NWMLS's systems, provided they successfully complete an Essentials Course as then given by NWMLS:
 - (i) Members, Subscribers, and clerical staff as set forth in Rule 75; and
 - (ii) Appraiser Associate Members, Appraiser Subscribers, and clerical staff as set forth in Rule 77.
- (b) Non-Disclosure Agreement.
 - (i) Must Be Signed by Each Password User. Prior to receipt of a password, persons must sign a Non-Disclosure Agreement in the form then used by NWMLS. The password user will be required to

- agree not to disclose the password to any third party whomsoever;
- (ii) Automatic Fine. NWMLS may assess an automatic fine of \$500 for breach of the Non-Disclosure Agreement. Members and Appraiser Associate Members shall pay such fines, if assessed by NWMLS;
- (iii) Appeal from Automatic Fine. Following receipt of written notice of assessment of an automatic fine, a Member or Appraiser Associate Member shall have the right to demand a panel hearing pursuant to the procedure set forth in Discipline Rule 9. Such demand must be made in writing within 10 days of receipt of notice of assessment of the fine; and
- (iv) Additional Penalties. In the event of breach of the Non-Disclosure Agreement, additional disciplinary action may be assessed, including additional assessment of fines, immediate denial of access without hearing, and/or suspension from access for a specified period of time.

9/20/17

86. Billing Verification Report (BVR).

- (a) BVR. Each quarter NWMLS will provide each member office and each appraiser office a billing verification report ("BVR") listing all subscribers in that office, classifying each individual as either:
 - (i) designated broker, branch manager or residential broker;
 - (ii) exempt personnel in property management or commercial or performing secretarial clerical activity for the designated broker or branch manager;
 - (iii) RESERVED;
 - (iv) unlicensed assistants to residential brokers; or
 - (v) appraisers.
- (b) BVR Review and Update. The designated broker, branch manager, appraiser office manager, or that person's designee shall review the BVR and include in a reply:
 - (i) all persons to be deleted;
 - (ii) revised classification of any listed person;
 - (iii) additional persons indicating specific classifications; and
 - (iv) acknowledgment by designated broker, branch manager, appraiser office manager, or that person's designee that the BVR, as updated, is complete and accurate.
- (c) BVR Approval. Each member office and appraiser office shall approve the BVR by the 25th day of the month the BVR was received. If the BVR is late or incomplete, NWMLS may issue an automatic fine in the amount of \$500 to the member office or appraiser office and, in NWMLS's discretion, suspend the member's services until the BVR is received. The member shall be responsible for any revenues lost to NWMLS due to the inaccurate, incomplete or late BVR.
- (d) Appeal from Automatic Fine. The member office or appraiser office shall have the right to make a written demand for a panel hearing within 5 days after receipt of written notice of imposition of the automatic fine under the procedures set forth in Discipline Rule 9.
- (e) Additional Penalties. In addition to the automatic fine, disciplinary action may take place which may result in an additional fine assessed against the member office or appraiser office.

4/27/22

87-98 RESERVED**F. COMPENSATION****99. Duty to Arbitrate**

It is the duty of the members of NWMLS to submit all controversies between or among members involving compensation arising from NWMLS listings to arbitration by NWMLS, rather than to bring a suit at law. However, the parties may mutually agree, in writing, to resolve their dispute in any manner they deem fit.

8/15/24

100. DELETED

8/15/24

101. Compensation.(a) Buyer Brokerage Firm's Compensation.

- (i) Any seller's offer of buyer brokerage firm's compensation ("Compensation Offer") shall be paid (1) as published in the listing if accepted by the buyer on behalf of the buyer brokerage firm in the purchase and sale agreement; or (2) as modified by the buyer, the buyer brokerage firm, and the seller in the purchase and sale agreement.
- (ii) Any Compensation Offer may be published in each listing and, if entered, may be expressed as a percentage of the sale price or a fixed dollar amount. If the listing does not contain a Compensation Offer, it may be entered as (1) "request in offer" to invite buyers to submit a request for buyer brokerage firm compensation; or (2) "none" if the seller declines to offer compensation and does not intend to pay buyer brokerage compensation.
- (iii) If the seller requires that the Compensation Offer be based on factor(s) other than the sale price, the factor(s) must be clearly defined in the listing (e.g., sale price not including any amounts paid by the seller and applied to the buyer's loan and settlement cost as set forth in the Financing Addendum – Form 22A).

(b) When Change Effective. A change in a Compensation Offer shall be effective when published to the membership in the listing. However, if a buyer brokerage firm notifies the listing firm or seller of its intent to submit an offer, any change in the published Compensation Offer thereafter shall not apply to such offeror, provided that the offer is submitted within 3 calendar days of such notice.

(c) Warranty by Listing Firm. The listing firm warrants to the other members that there is a valid listing agreement for any Compensation Offer. Any listing firm that publishes a Compensation Offer greater than provided for in the listing agreement shall be obligated to pay the portion that exceeds the seller's obligation.

(d) Ambiguous Compensation Offers Prohibited. Any ambiguity in the amount of the Compensation Offer shall be construed against the listing firm and in favor of the buyer brokerage firm.

(e) Consent Required to Change Other Member's Compensation. A member may not reduce, defer, or take property in lieu of the other member's compensation without the other member's written permission. A member may not use undue pressure to secure another member's written permission, which will render it ineffective. In addition, a member may not require that another member pay a portion of its compensation to a third party.

(f) No Discrimination Between Members. The Compensation Offer published in the listing shall apply uniformly to all members of NWMLS.

(g) Variable Compensation Offer and Site Registration. No restriction (such as "site registration", or a variable Compensation Offer) on the right of a buyer brokerage firm to receive compensation from the seller shall be imposed unless terms of the restriction are fully disclosed in the listing.

(g) Buyer May Request Seller to Pay Buyer's Compensation Obligation. Only if the buyer so requests as a condition of a brokerage services agreement, the buyer brokerage firm shall negotiate on behalf of the buyer to obtain the seller's agreement to pay the buyer's compensation obligation to the buyer brokerage firm, to the extent that obligation exceeds the published Compensation Offer.

8/15/24

102. DELETED

8/1/02

103. Exercise of Option.

If: (i) While an exclusive listing is in effect, (ii) the owner enters into an option to sell or leases with an option to sell, and (iii) the option is exercised and compensation becomes payable; then, the compensation shall be payable in like manner as if the property had been sold during the term of the listing.

10/3/22

104. DELETED

8/15/24

105. Disbursement by Closing Agent.

- (a) Direct to Listing and Buyer Brokerage Firms. In the case of all sales of property which have been turned in to NWMLS or input by a member, the Compensation Disbursement Form shall include instructions to the closing agent to disburse the listing firm's compensation and the buyer brokerage firm's compensation directly to each firm.
- (b) Duty of Buyer Brokerage Firm. Not later than seven days prior to closing, the buyer brokerage firm shall fill in and sign that portion of the Compensation Disbursement Form which includes the names of the buyer and seller, NWMLS listing number, property address, buyer brokerage firm's compensation and shall provide one copy of the Compensation Disbursement Form to the listing firm and one copy to the closing agent.
- (c) Duty of Listing Firm. Upon receipt of the Compensation Disbursement Form from the buyer brokerage firm, the listing firm shall fill in and sign that portion of the Compensation Disbursement Form which includes the listing firm's compensation and shall provide the Compensation Disbursement Form to the closing agent.

10/3/22

106. Filtering Listings to Buyers.

- (a) Compensation. Brokers shall not filter, suppress, hide, obscure, or otherwise not display or distribute listings to consumers based upon the Compensation Offer.
- (b) Listing Firm. Brokers shall not filter, suppress, hide, obscure, or otherwise not display or distribute listings to consumers based upon the listing firm or listing broker.

8/15/24

107-119 RESERVED**G. OFFERS AND SALES****120. Notice of Sale.**

- (a) Listing Firm Duties.
 - (i) Notice of Sale. The listing firm must give notice of sale to NWMLS on NWMLS Status Report Form on all listings. Notice must be delivered to NWMLS's office or be input by the listing firm not later than 5:00 PM of the next business day following mutual acceptance. The listing firm may, in its discretion, give such notice following notice from the buyer brokerage firm or notice from the seller without awaiting receipt of the Purchase and Sale Agreement. If a sale is subject to an inspection contingency, the listing firm shall report the sale as "Pending Inspection" (or "Pending Backup", if applicable) and shall update the status to "Pending" upon waiver or satisfaction of the inspection contingency.
 - (ii) Short Sale. If a sale is or becomes a "Short Sale" (as defined by Rule 11(a)(iii)), then the listing firm shall report mutual acceptance as "Pending-Short Sale – Additional Offers Requested" if the seller intends to consider additional offers; or the appropriate Pending status (e.g., Pending Inspection, Pending Feasibility, or Pending) if the seller does not intend to consider additional offers.
 - (iii) Lease Option. If a sale is in the form of a lease with an option to purchase, then the listing firm shall report mutual acceptance of a lease option as "TOMK" and describe in the Broker Remarks that the seller has entered into a lease with an option. The listing firm shall update the status to

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sold, cancelled, or otherwise when appropriate.

- (iv) REO/Bank Owned or Relocation Company Property. The listing firm must note in the Broker Remarks not later than 5:00 PM of the next business day after learning that a REO/Bank Owned or relocation company seller has approved/accepted an offer, even if the seller has not signed the offer.
- (b) Notice Where Validity of Listing Disputed. The above notification to the listing firm must be complied with even though the buyer brokerage firm disputes the validity of the listing. The buyer brokerage firm may later contest the validity of the listing.
- (c) Sale by Non-Member Listing Firm Duties. If a listing is sold by a non-member, the listing firm must report sale to NWMLS or input the sale within the above time limit.

1/01/24

121. Notice of Sale Fail.

- (a) Buyer Brokerage Firm Duties. Upon learning that a sale will not close, the buyer brokerage firm must give notice by telephone to the listing firm within 12 hours. The date on which a sale has failed is the date on which the buyer brokerage firm should realize that good faith pursuit of any required financing or fulfillment of any other condition, including an inspection, will not be successful.
- (b) Listing Firm Duties. The listing firm must give notice of sale fail to NWMLS either on NWMLS's Status Report form or input that notice. The notice must be delivered to NWMLS's office or be input by the listing firm not later than 5:00 PM of the next business day following receipt of notice that the sale has failed.

7/25/08

122. Notification Sale Closed.

The listing firm must give notice that the sale has closed to NWMLS in writing on NWMLS's standard status report form on listings input by NWMLS. The notice must be input on listings input by a member. The notice must include the closing price. The notice must be delivered to NWMLS' office or be input not later than 5:00 PM of the third business day following receipt of notice of closing of the sale.

7/25/08

123. Contingencies.

- (a) Notice of Contingent Sale. This rule applies if a sale is contingent on the sale of the buyer's property (e.g. the agreement contains a Buyer's Sale of Property Contingency (Form 22B)). Upon the following occurring, the listing firm shall either give the notices indicated to NWMLS on a Status Report Form or input such notice in accordance with Rules 120 and 121:
 - (i) Entering into contingency sale - Check "Contingent" and enter the "Contingent Date;"
 - (ii) Contingency expires on Buyer's home and listing still in effect - Check "Back to Active" and fill in the "Back to Active Date;"
 - (iii) Contingency expires on Buyer's home and listing is expired - Check "Back to Active" and fill in the "Back to Active Date" (this will cause the listing to expire).
 - (iv) Contingency sale becomes firm - Check "Pending."
 - (v) Bump sale:
 - (A) To report end of contingency sale - Check "Back to Active" and fill in the "Back to Active Date;"
 - (B) To report bump sale now in first position - Check "Pending."
 - (C) Use two separate Status Report Forms.
 - (vi) Bump sale Contingent on sale of Buyer's Home:
 - (A) To report end of first contingency sale - Check "Back to Active" and fill in the "Back to Active Date;"
 - (B) To report bump contingency sale now in first position - Check "Contingent" and enter the

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“Contingent Date;”

(C) Use two separate Status Report Forms.

- (b) Signs on Contingent Listings. “Sold” strips shall not be put up on Contingent listings.

4/27/22

124. Forfeited Earnest Money.

- (a) Notification of Release. Members holding earnest money must notify the other member(s) involved in the transaction prior to forfeiture, release or refund of any earnest money.

1/01/24

125. Contact with Other Firm's Client

- (a) Contact with Owner and Owner's Creditor(s).

- (i) Contact with Owner. Members may only contact the owner of a listed property as permitted by this Rule or if otherwise permitted by the listing firm (such as calling the owner to schedule a showing when the owner's phone number is in the phone to show field).
- (ii) Contact with Owner to Advise of an Offer. Members with an existing, signed offer, counteroffer or proposed amendment to an existing contract may contact an owner directly for the limited purpose of advising the owner that the offer, counteroffer or amendment is presently available for presentation, only if that member has first notified the listing broker, branch manager or designated broker. Such notice may be given by any reasonable means, including leaving a telephone message or by e-mail and must identify all contingencies in the offer, counteroffer or amendment other than financing or closing an existing sale of buyer's home.
- (iii) Contact with Owner to Present an Offer. Members may contact an owner to present or discuss the terms of a signed offer, counteroffer or amendment to an existing contract, in person or otherwise, only if the listing broker, branch manager or designated broker fails to contact the member to make arrangements to present the offer within 24 hours after the member has delivered notice pursuant to sub-paragraph (ii) above.
- (iv) Contact with Owner to Show Property. Members may contact an owner to schedule a showing if the listing broker, branch manager or designated broker fails to respond to a request for a showing within 24 hours.
- (v) Contact with Owner's Creditor(s). Members may not contact an owner's creditor(s) without prior written permission from the owner or the listing firm.

- (b) Contact with Buyer.

- (i) Contact with Buyer. Listing firms and brokers may only contact a buyer, who has submitted an offer on a listed property, as permitted by this Rule or if otherwise permitted by the buyer's broker.
- (ii) Contact with Buyer to Advise of a Counteroffer. Listing firms and brokers with an existing, signed counteroffer or proposed amendment to an existing contract may contact a buyer, who has submitted an offer on a listed property, directly for the limited purpose of advising the buyer that a counteroffer or amendment is presently available for presentation, only if that broker has first notified the buyer broker, branch manager or designated broker. Such notice may be given by any reasonable means, including leaving a telephone message or by e-mail.
- (iii) Contact with Buyer to Present a Counteroffer. Listing firms and brokers may contact a buyer, who has submitted an offer on a listed property, to present or discuss the terms of a signed counteroffer or amendment to an existing contract, in person or otherwise, only if the buyer's broker, branch manager or designated broker fails to contact the listing broker to make arrangements to present the counteroffer within 24 hours after the listing broker has delivered notice pursuant to sub-paragraph (ii) above.

4/27/22

126. Status of Pending Sale.

The buyer brokerage firm must keep the seller, buyer and listing firm fully advised as to the status of a pending sale and respond promptly and fully as to any inquiries by any of them.

12/14/84

127. Temporarily Off the Market

- (a) TOMK. A listing firm may submit to NWMLS a Status Change Input Sheet, signed by the seller, to take a listing temporarily off the market. Provided the other requirements of this Rule are met, NWMLS will then change the status to temporarily off the market.
- (b) Time Limitations. A listing must be temporarily off the market for at least seven (7) days and may not be temporarily off the market for more than forty-five (45) days.
- (c) No Promotion or Keybox. When a listing is in the temporarily off the market status, the listing firm may not promote or advertise the property in any manner as detailed in Rule 2(c) and must remove the keybox and sign.

9/15/16

128. Expiration Dates.

Expiration dates on listings will not be published.

8/1/97

129. Back-Up Amendments to Listings and Back-Up Offers.

- (a) When Back-Up Amendment to Listing Required. If the seller would like to solicit further offers after the seller signs a purchase and sale agreement, the listing firm must submit a Status Change Input Sheet, signed by the seller, requesting back-up offers. The listing firm shall then cause the status of the property to be changed to "Pending Back-Up."
- (b) Required Clause in Back-Up Offers. Members shall include in the back-up purchase and sale agreement provisions that allow the seller to i) terminate the back-up purchase and sale agreement if the first sale closes and ii) amend the terms of the first sale without the back-up buyer's consent (e.g., NWMLS Form 38, Back-up Addendum).
- (c) No Back-Up Offers on Contingent Sales. If the property is Contingent, as specified in Rule 123 "Contingencies," no back-up offer shall be submitted on the property and the listing firm shall not place the property in Pending or Pending Back-Up status. Instead, the listing firm should use a "Bump" Notice (e.g. NWMLS Form No. 44 Notice To Remove Contingency) and a Second Buyer's Addendum (e.g., NWMLS Form 39) on a second offer on a Contingent Sale as specified in Rule 123.

9/01/05

130. Quarterly Pending Sale Reports.

Quarterly reports on the status of all listings on which NWMLS records show a pending sale will be sent to each listing firm. Listing firms must fill in and return the report within ten (10) days. Failure to so complete and return the report will result in an automatic \$50 fine.

12/12/12

131-139 RESERVED

H. SIGNS, ADVERTISING AND OPEN HOUSES**140. Signs Following Sale.**

- (a) Listing Firm's Sign. Only the listing firm's sign shall be placed on a listed property and remain on said property after sale.
- (b) Buyer Brokerage Firm's Sold Strip.
 - (i) It may not exceed 6" x 30" in size.
 - (ii) The wording is limited to "sold by" plus the buyer brokerage firm's name, logo, address, phone number and selling broker's name.
 - (iii) It may not obstruct the name and phone number of the listing firm and may only be placed on the listing firm's sign.
 - (iv) No adhesives can be used to affix the buyer brokerage firm's "Sold strip" to the listing firm's sign.
 - (v) It may only be placed after the status of the property changes to "Pending" or "Pending BU" (not "Pending Inspection" or "Pending Short Sale - Additional Offers Requested").
- (c) Listing Firm's "Sold" Signs. The listing firm shall not put up its own "Sold" sign if it is not the buyer brokerage firm, unless the buyer brokerage firm fails to post its "Sold" strip within 72 hours after the status of the property changes to "Pending" or "Pending BU" (not "Pending Inspection" or "Pending Short Sale – Additional Offers Requested") in accordance with these Rules. In no event shall the buyer brokerage firm be deprived of its right to post its "Sold" strip and remove the listing firm's "Sold" strip.

1/01/24

141. Signs Removal.

Only the listing firm may remove a sign from the property.

2/14/84

142. Directional Signs.

Members may only place directional signs to assist other members or consumers to locate that member's listings.

9/15/16

143. Use of "Exclusive."

In advertising and on signs, only the words "exclusive" or "exclusively" may be used. No modifying or other language may be used that would imply that the listing firm is the only one who can show or sell the property.

2/14/84

144. Alcoholic Beverages Prohibited.

No alcoholic beverages of any type can be distributed or served at an open house. The term "open house" includes broker open houses as well as those held for the public.

2/14/84

145. Open Houses Published by NWMLS.

All brokers' open houses and public open houses published by NWMLS shall be staffed by a licensed broker at all times. In addition, no open house signs shall be placed at or leading to an open house published by NWMLS if there is no licensed broker in attendance.

4/29/05

146-159 RESERVED**I. LEASES AND RENTALS****160. Listing Firm's Permission.**

- (a) A member other than the listing firm cannot contact a homeowner of a property listed for sale about leasing or renting the property during the period of the listing without first obtaining the listing firm's permission.
- (b) A member other than the listing firm cannot contact a homeowner of a property listed for rent about selling the property during the period of the listing without first obtaining the listing firm's permission.

5/08/19

161. Publication.

Rental and lease notices must be on NWMLS Form No. 63.

3/30/94

162-179 RESERVED**J. MEMBER RESPONSIBILITIES****180. Information Left in Listed Properties.**

- (a) Business Cards or Identifying Information. If requested by a seller as noted in the Broker Remarks in the listing, any member, subscriber or associate member who enters a house or other improved property listed by another member must leave a business card or other written identifying information at a convenient place inside the listing, which card or written information shall include, at a minimum, the member, associate member, or subscriber's name, firm name, and personal telephone number. The business card or other information left in the listed property shall not contain any solicitation of real estate brokerage services (including the solicitation of a listing) or other services whatsoever.
- (b) Information in Member's Own Listings. Listing firms may not display information inside listed property that contains any solicitation of real estate brokerage services (including promoting buyer brokerage services). This Rule does not prohibit listing firms from displaying such information inside listed property broker and public open houses.

1/01/24

181. Responsibility for Actions of Associates.

Each member of NWMLS shall be responsible to all other members and to NWMLS itself for the actions of its officers, designated broker, branch managers, managing brokers, brokers, licensees, associates, subscribers and employees, regardless of whether they work out of an office located within NWMLS's territory. All arbitration awards, disciplinary action, etc., shall be levied or rendered in favor of or against the member rather than the designated broker, branch manager, managing broker, broker, licensee, associate, subscriber or employee.

2/14/84

182. Responsibility for Member's Subsidiaries and Affiliates-Related Entities.

All of a member's office in NWMLS territory must pay office and license fees. No member may form, be associated with, aid, assist, or have any interest in or any relationship whatsoever with any company or entity which was formed, or whose business is conducted, wholly or in part, to evade or avoid the member's responsibilities or obligations to NWMLS. In the event that the Board of Directors, the Discipline Committee, or any arbitration panel, shall determine that any such company or entity was formed or is being conducted to so evade or avoid, then the member shall be responsible for compliance, notwithstanding the other business entity.

1/8/86

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183. Transmitting Proprietary NWMLS Information to Non-Members.

- (a) NWMLS Data. A member may provide any identified potential or existing client or customer any non-confidential information about a property in the NWMLS database. "Confidential information," which shall not be provided to any non-member, includes the following data: owner name, owner phone, owner phone number, occupant name, occupant type, phone to show, phone to show number, agent only remarks, owner city and state, and showing information.
- (b) Disclosing Proprietary NWMLS Written Material Prohibited. No member shall give:
 - (i) Any material received from or through NWMLS, or
 - (ii) any information derived, extracted or compiled, in whole or in part, from written material received from NWMLS to any non-member (including buyers, sellers and financing institutions) except in connection with soliciting or obtaining listings, offers and financing or appraisal or closing of a sale. This prohibition on disclosing written materials and extracts therefrom includes, but is not limited to moving companies, welcome wagons, insurance agents, referral services, milk deliveries and real estate trade publications.
 - (iii) Notwithstanding the foregoing, nothing in this Rule should be construed to prohibit the republication of all or a portion of NWMLS's database on the Internet consistent with NWMLS Rules and policies.
- (c) Use of Proprietary NWMLS Information to Solicit Extraneous Business Opportunities Prohibited. Unless a member first obtains the listing firm's permission, no member shall utilize proprietary NWMLS information to identify and contact an owner or seller to solicit business or promote the business interests of the member or a third party except as reasonably necessary or appropriate to accomplish the transaction sought by the owner or seller in the listing agreement.

10/01/19

184. Effective Date of Bylaws and Rules.

- (a) Bylaws. Bylaws shall become effective on the date of publication of the Bylaws.
- (b) Non-Emergency Rules. Rules shall become effective thirty days after publication of the proposed rule, unless the requirements for a referendum election are met within said thirty-day period, in which case the rule shall not become effective unless and until the referendum is defeated.
- (c) Emergency Rules. If the Board of Directors, in its sole discretion, in the motion adopting the Rule includes a provision that an emergency exists, then the Rule shall become effective on the date of publication. A petition for referendum may be filed within thirty days after such publication.

11/29/84

185. Reliance on Staff Advice.

Every NWMLS member is responsible for knowing and complying with the Rules and Bylaws of NWMLS, as well as the contents and proper use of NWMLS forms. NWMLS employees and agents may respond to oral inquiries of members in this regard, but the ultimate responsibility remains with the member. NWMLS shall not be responsible, under any circumstances, for oral opinions, even if negligently given, by its employees and agents.

2/14/84

186. Execution of Papers.

Members of NWMLS are required to execute any and all papers and agreements required by authorized officer, personnel, boards, committees or panels to facilitate enforcement and compliance with the Rules and Bylaws. Refusal on the part of any member to execute any papers shall result in suspension of on-line service, lockbox lockout, and other services to such member until date of execution of such papers.

2/14/84

187. Suits Between a Member and NWMLS Attorneys' Fees.

In any suit between a member and NWMLS, the prevailing party shall be entitled to reasonable attorneys' fees and costs as fixed by the Court.

1/23/85

188. Advertising-Statistical Information.

- (a) Republication. NWMLS's statistical press releases and reports are protected by copyright. Members may republish NWMLS's statistical press releases and reports on the Internet and in other medium, provided that the member republishes the entire press release or statistical report for an area or subject covered by the press release or report and includes the following attribution to NWMLS "Information and statistics compiled and reported by the Northwest Multiple Listing Service." The attribution must be clearly and distinctly set forth in large and/or bold face type.
- (b) Publication and Modification. A member publishing, supplementing, altering, or otherwise modifying NWMLS statistics for republication, must display accurate statistical information and include in all advertising and informational sheets containing those statistics, the following statement: "Information and statistics derived from Northwest Multiple Listing Service." This statement must be clearly and distinctly set forth in large and/or bold face type.

4/27/22

189. Provision of Products and Services Utilizing NWMLS Content to Others.

No member shall advertise, sell or otherwise provide to any other member's subscriber or a non-member any product or service utilizing information or content derived, extracted or compiled, in whole or in part, from or through NWMLS, except where the member has received written authorization from another member to advertise or provide services to that member's subscribers.

4/27/22

190. Advertising Another Member's Listing Prohibited.

No member shall, without first obtaining the listing firm's written permission (including email), advertise a property listed by another member in any manner, including but not limited to, display, reader board, newspaper, flyer or other publication, except that a member may republish another member's listings on Internet Data Exchange ("IDX") websites and Virtual Office Websites ("VOW") pursuant to the NWMLS Data Use Policy, so long as the listing is approved by the owner for Internet publication. Permission from the listing broker is not sufficient.

5/08/19

191. Harassment of NWMLS Personnel.

A member or subscriber may be subject to disciplinary action for harassment of a NWMLS employee. In addition to disciplinary action in accordance with the NWMLS Discipline Manual, such action may include a prohibition against further contact with the employee(s) or suspension or termination of services. Harassment includes any verbal or physical conduct including threatening or obscene language, unwelcome sexual advances, stalking, intentional uninvited physical contact or threats, offensive jokes, slurs, epithets or name calling, ridicule or mockery, insults or put-downs, offensive objects or pictures, or any other inappropriate communications or conduct unreasonably interfering with an individual's work performance by creating a hostile, intimidating, or offensive work environment.

1/01/24

192. Listing Data.

- (a) **Primary Photo.** The listing firm shall provide one photo of the property for use as the primary photo ("Primary Photo") at the time the listing is input into NWMLS's database. The Primary Photo shall be either i) a photo of the exterior of the property; ii) a rendering of the exterior of the property; or iii) a photo of the view from the property, and all photos shall comply with NWMLS's photo policy, as amended from time to time. For attached condominium units in a building with more than four units, the listing firm may provide an interior photo as the Primary Photo, as long as the member includes, as an additional photograph, either i) a photo of the exterior of the property; ii) a rendering of the exterior of the property; or iii) a photo of the view from the property.
- (b) **License to Use Listing Data and Photos.** By submitting to NWMLS a Primary Photo and other photographs, including virtual tours and the like ("Additional Photos") and other real property listing data (collectively, "Listing Data"), the member irrevocably licenses the use of the Listing Data to NWMLS and its members, both during the term of the listing and thereafter, for any purpose related to the property and the provision of real estate brokerage services and any other purpose authorized by the then current Data Use Policy. The license includes the right for NWMLS to remove or modify any copyright management information and to affix a visible NWMLS watermark to all photos submitted to NWMLS.
- (c) **Use of Listing Data by Members.** Members may use Listing Data provided to NWMLS by another member for the following purposes:
 - i. Sale of the Property. During the term of the listing, for any purpose related to the sale or lease of the property;
 - ii. Comparative Market Analyses. During the term of the listing and thereafter, for comparative market analyses, appraisals, broker price opinions, and related analyses;
 - iii. Off Market Purposes – Primary Photo. After the term of the listing, members may use the Primary Photo for normal and customary off-market purposes, such as an announcement that the property has sold. If the member was not the listing or buyer brokerage firm, the member must include the name of the listing and buyer brokerage firm (if applicable) adjacent to the photograph in a reasonably legible font; and
 - iv. Data Use Policy. Any other use permitted by the then current Data Use Policy, including publication on the Internet.

No further license for members to use Listing Data provided to NWMLS by another member is intended or implied.

- (d) **Warranty.** By submitting Listing Data to NWMLS, the member warrants that it may be used as set forth in NWMLS's Rules and Regulations and Data Use Policy. Members shall not submit third party copyrighted Listing Data to NWMLS, if the use of the listing data by NWMLS and its members as permitted by these Rules and Regulations would violate any copyright (e.g., photographs from Google Maps, Bing Maps, MapQuest, Getty Images, county assessors, etc.). The member submitting Listing Data to NWMLS shall indemnify, defend and hold NWMLS and its members harmless against any claims or liability resulting from the use of Listing Data in a manner permitted by these Rules and Regulations.
- (e) **License to NWMLS of Listing Data for Peripheral Applications and Services.** The member submitting Listing Data to NWMLS irrevocably licenses the use of the Listing Data to NWMLS for the purpose of providing applications and services to members, as the Board of Directors determines appropriate, from time to time, which license includes the right to sublicense the Listing Data to third parties for applications.

9/20/17

193. Robert's Rules of Order.

All questions of parliamentary procedure for the Association shall be decided under Robert's Rules of Order (Revised).

6/28/90

194. Rule 194 - Limitations on Use of NWMLS's Data.

Members' and subscribers' personal information maintained by NWMLS, including phone numbers, e-mail addresses, and physical addresses, is designed and intended only for the business of NWMLS and its members and subscribers. This personal information may only be used for communications pertinent to carrying on the business of a real estate professional and may not be used for other non-real estate business matters, including but not limited to:

- (a) Advertisements for goods and services;
- (b) Non-real estate business related messages;
- (c) E-mail spam (i.e. unsolicited bulk e-mail messages), even if it is related to real estate; and
- (d) Any other use deemed by the Board of Directors to constitute an abuse.

7/15/09

195. Unauthorized Access and Use.

Unauthorized access and use of NWMLS systems is prohibited, including using automated means (bots, crawlers, scripts, etc.) to scrape or extract data from or through NWMLS's websites and applications, regardless of the intended purpose.

1/01/24

196. Use of MLS in Member Firm Name and Web Address.

- (a) Use of NWMLS Trademarks Prohibited. Members and subscribers shall not use the copyrights or trademarks of NWMLS and shall not use NWMLS's logo (e.g., three trees), "NWMLS," "Northwest Multiple Listing Service" or derivatives thereof in member names, domain names, web addresses or uniform resource locators ("URLs").
- (b) Use of Term "MLS" Prohibited. Members shall not use the term "multiple listing service," the acronym "MLS," or derivatives thereof in member names, except as provided in Rule 196(c). In addition, members and subscribers shall not use the terms "multiple listing service," the acronym "MLS," or derivatives thereof in domain names, web addresses or URLs and all existing uses of such terms must cease no later than 6 months after the effective date of this Rule unless the member's name is protected by and only to the extent protected by Rule 196(c). No member shall indicate or imply in any manner that the member is a multiple listing service or that the public has access to or may search the multiple listing service (e.g. "Search the MLS" or "Access NWMLS") on the member's website or otherwise..
- (c) Prospective Application. Rule 196(b) shall not apply to uses of the term "multiple listing service," the acronym "MLS," or derivatives thereof in members names which were in effect on the date this rule was adopted (4/29/05). Such prior uses shall include a disclaimer that provides that the member is not a multiple listing service but is a member of NWMLS. The disclaimer shall prominently and conspicuously appear in all of the member's advertising and on the home page of the member's website, any page from which visitors to the site may search for property, and any page on which another member's listings appear.

9/01/05

197-199 RESERVED

Exhibit 2

NWMLS Data Use Policy

Revised January 2023



Powering the Region's Real Estate Industry

NORTHWEST
MULTIPLE LISTING SERVICE®

EXHIBIT 2, PAGE 38 OF 53

A. Purpose

The purpose of the Northwest Multiple Listing Service (“NWMLS”) Data Use Policy (the “Policy”) is to facilitate licensing and use of NWMLS listing data by NWMLS Members. Pursuant to NWMLS Rule 27, 190, and 192, the Policy sets forth detailed requirements regarding how Members license, access, use, and display listing data input by other NWMLS Members.

B. Definitions

1. **“Consumer”** means a member of the public who is a potential buyer or seller of real estate.
2. **“IDX”** means Internet Data Exchange where brokers consent to display each other’s listings on Member and Subscriber websites and mobile applications and where the consumer has the opportunity to search and view Listing Data.
3. **“Listing Data”** includes the information and images contained within NWMLS’s database about real property currently or previously listed for sale or sold by a Member.
4. **“Member”** means a real estate firm owning a membership interest in NWMLS as defined by NWMLS’s Bylaws and Rules.
5. **“Subscriber”** means a real estate broker, licensed to a Member, with access to NWMLS’s systems and applications.
6. **“Vendor”** includes any third-party technology provider that utilizes the Listing Data to deliver services or products to Members and Subscribers.
7. **“VOW”** means Virtual Office Website and refers to a Member or Subscriber website through which the Member/Subscriber is capable of providing real estate brokerage services to consumers with whom the Member/Subscriber has established an agency relationship under RCW 18.86 and where the consumer has the opportunity to search and view Listing Data.

C. MLS Grid

NWMLS is a member of the MLS Grid. The MLS Grid was established by a group of MLSs to create technical and administrative efficiencies and cost savings related to licensing data for IDX and VOW websites and back-office applications. The MLS Grid enables real estate firms and vendors to license data from many MLSs by accessing a single, standardized API data feed, using one license agreement, and complying with one set of display guidelines.

NWMLS utilizes the MLS Grid to license data to Members and their Vendors. In doing so, NWMLS uses the MLS Grid Master Data License Agreement, MLS Grid IDX Rules, and MLS Grid VOW Rules to govern Members and Vendors use and display of Listing Data. Those documents are available at www.mlsgrid.com/resources and are incorporated herein by this reference. For convenience, the Policy may restate some requirements of the MLS Grid (note that the MLS Grid requirements that are not restated herein continue to apply). The Policy sets forth NWMLS requirements and restrictions that are in addition to or different from the MLS Grid Master Data License Agreement, MLS Grid IDX Rules, and MLS Grid VOW Rules.

NWMLS requirements apply to all Members, Subscribers, and their Vendors. Where the Policy conflicts with MLS Grid IDX or VOW Rules, the Policy prevails and applies. Members and Subscribers shall be responsible for notifying their respective Vendors about the Policy and ensuring compliance with the then-current NWMLS’s Bylaws, Rules, and Policies, including this Policy.

Instructions for licensing data through the MLS Grid are located [here](#).

D. Limited License

Unless otherwise agreed, NWMLS may grant a limited, revocable license to Members and Vendors to use the Listing Data for the purposes set forth and defined in the then-current MLS Grid Master Data License Agreement, including IDX uses, VOW uses, agent-production analytics, comparative market analysis, customer relationship management, real estate market analytics, and participant listing use. Notwithstanding the terms set forth in the MLS Grid Master Data License Agreement, any terms, including requirements or restrictions set forth in NWMLS's Bylaws, Rules, the Policy, and any other applicable NWMLS policies shall prevail and apply to the use of the Listing Data by Member and Vendor, whether the Listing Data is provided by NWMLS, the MLS Grid, a Vendor, or any other provider. NWMLS may charge a fee to the party processing the data in an amount determined by NWMLS from time to time.

NWMLS may, in its sole discretion, refuse to grant a license to any Member or Vendor and revoke any license granted at any time and for any reason and require Member and Vendor to delete any Listing Data received under such license. In making such determination, NWMLS may consider the following information:

1. The type of product or service offered by Vendor and whether that product or service conflicts with NWMLS's purpose and philosophy or its Bylaws, Rules, or the Policy;
2. Whether a product or service offered by a Vendor conflicts with or duplicates a service provided by NWMLS;
3. Member's or Vendor's cooperation with NWMLS and compliance with NWMLS Bylaws, Rules, and policies;
4. Whether Member or Vendor has an active license to do business in the United States;
5. Member's and Vendor's data security and privacy standards and enforcement of those standards; and
6. Any other information that NWMLS determines to be relevant.

E. Display of Listing Data

Members may display Listing Data on IDX and VOW websites and mobile applications as set forth in the MLS Grid IDX Rules and MLS Grid VOW Rules and as required by this section of the Policy.

1. **Subscriber Display.** With the Member's permission, a Subscriber may maintain a website that displays the Listing Data or frames the Listing Data from the Member's website and includes information about the Subscriber. A Subscriber's website must prominently display the Member's firm banner, logo, or name on every page that displays the Listing Data. Each Member is responsible for ensuring that its Subscribers' websites comply with NWMLS Rules and the Policy.
2. **Attribution to Listing Firm.** Detail display of another Member's listing must include the name of the listing firm adjacent to the "Primary Photograph" or group of prominent photographs in a type size that is at least as large as the type size used to describe the property.
3. **Attribution to NWMLS.** Detail display of Listing Data, other than the Member's own listings, must identify NWMLS as the source of the listing by displaying the "three tree" icon or an explanation that the listing is provided courtesy of NWMLS. The icon or explanation must appear immediately adjacent to the property information and shall be at least as large as the type size used to describe the property. If the "three tree" icon is displayed, an explanation that the icon refers to a NWMLS listing must appear on the first page where such listing descriptions are displayed. The type size used for the explanation shall be at least as large as the type size used to describe the property. The NWMLS watermark on images may not be modified, removed, or hidden.

4. **Augmenting NWMLS Data.** A Member displaying the Listing Data may augment its display with additional, non-NWMLS content (including augmenting the Listing Data with additional information such as public records, property valuations, mortgage information, etc. and displaying listings from third party sources). However, the Member must clearly distinguish and identify the source of any such non-NWMLS content.
5. **Property Status.** The property statuses available for public display are Active, Contingent, Sold, Pending, Pending Inspection, Pending Feasibility, Pending BU Requested and Pending Short Sale – Additional Offers Requested. The display of listings in any property status other than Active or Contingent must prominently identify the status of the listing ("Non-Active Listings"). Detail descriptions, listing summary, and map display of Non-Active Listings must clearly distinguish Non-Active Listings from Active listings by the use of distinct and conspicuous text, colors, or graphics. Listings in the "Pending BU Requested" status must describe the listings' status as "Pending – Backup Offer Requested." The display of each separate status is optional.
6. **Display of Sold Data.** Members displaying sold content must display the name of the listing firm and the buyer brokerage firm adjacent to the "Primary Photograph" or group of prominent photographs in a type size that is at least as large as the type size used to describe the property. Members may not display sold Listing Data for those properties where the seller has not authorized Internet display through the duration of the listing.
7. **Price History.** Listing price history for the current listing may be displayed. Property price history for the property, including prior listings, may be displayed.
8. **Market Time.** "DOM" (Days on Market) field may be displayed only if the "CDOM" (Cumulative Days on Market) field is also displayed.
9. **Franchisor Display.** If a Member is a franchisee as defined by RCW 19.100.010, the Member may authorize its franchisor to republish the Listing Data on a website that is controlled by the franchisor, which shall not be considered "co-branding." The Member is responsible for ensuring that the franchisor's republication of the Listing Data is in compliance with NWMLS Rules and the Policy.

F. Ownership of NWMLS Database

All aspects of NWMLS's database are owned by NWMLS. NWMLS is the sole owner of all copyrights in the database. Any grant of use of any portion of the database to a Member, associate Member, or Subscriber does not constitute a conveyance of any attribute of ownership of the database or the copyrights therein. The rights of Members, associate Members, and Subscribers in the database shall be limited to a non-exclusive license to use portions of the database strictly in accordance with the terms of NWMLS's Bylaws, Rules and Policies as they exist or may be amended from time to time. NWMLS grants no right to sell, loan, distribute, lease, rent, or display, add to, subtract from, modify, alter, restructure, reorganize or otherwise manipulate all or any portion of the database. Notwithstanding the foregoing, nothing in this section should be interpreted to require a transfer of a Member's ownership of that Member's own listings, which are and shall remain the property of that Member.

G. No Vested Right

Members and Vendors have no vested right in the continuation of NWMLS Rules, this Policy, the MLS Grid Master Data License Agreement, MLS Grid IDX Rules, or MLS Grid VOW Rules which may be amended from time to time in the discretion of NWMLS.

Exhibit 3

NWMLS Undisclosed Address/Tax Identification or Unpublished Listing Policy

Some property owners maybe have concerns about listing their property in the MLS due to confidentiality, security, or other unique reasons. There are many ways NWMLS accommodates these situations within the framework of NWMLS Rules.

Some solutions are very simple. For example, the property owner can select “No” for “Internet Advertising” in the listing input sheets. This means that the property will not be advertised on the Internet and members, including the listing firm, may not display the listing on their public websites. The listing will only appear in the NWMLS database and only be available to licensed real estate brokers and appraisers. The owner can also request any of the following “restrictions” that can accommodate most other concerns:

- Showings by appointment only ([Rule 11\(g\)](#));
- No keybox on the property ([Rule 11\(a\)\(i\)](#));
- A broker from the listing firm attend all showings ([Rule 11\(b\)\(i\)](#));
- Undisclosed seller name ([Rule 11\(b\)\(ii\)](#)); and
- Property address not shown and/or mapped on the Internet to the public (but available to real estate brokers in NWMLS’s database);

These permitted restrictions accommodate the vast majority of property owner’s concerns, leaving only unique circumstances whereby an owner may object to listing their property in the MLS. Brokers should discuss all of these permitted restrictions, and their consequences, with owners who are hesitant to publish the listing of their property.

Unique Circumstances

Occasionally, an owner may request that their listing be published with an undisclosed address and/or tax parcel number. There are various reasons for this request including safety, security, and other unique circumstances. Even more uncommon, an owner may have an understandable reason to request that their listing not be published in the NWMLS database. These scenarios may involve property owned by a public figure, an owner who has specific safety or security concerns, an owner with a challenging medical condition, or other exceptional circumstances.

For both of these scenarios (undisclosed address/tax identification number or unpublished listing), the listing firm must:

- Obtain seller signed current NWMLS listing agreement (or if using firm’s own listing agreement, include NWMLS Listing Agreement Addendum – Form 1C) together with the completed listing input sheets;
- Require the owner complete and execute Form 7U (Seller’s Request for Undisclosed Address or Unpublished Listing) and Form 7B (Seller Info Undisclosed); and
- Submit all completed and seller signed documents to NWMLS Kirkland office by email to listinginput@nwmls.com or fax at (425) 821-3705 or (888) 821-3705.

After receiving the request, NWMLS staff will promptly review the documents and the property owner's request and advise the listing firm if the owner's request is approved.

Please do not enter a listing with an undisclosed address/tax ID into NWMLS's database. Rule 40 addresses corruption of listing data in the database such as providing an incorrect tax parcel ID number or address, which subjects you to an automatic fine or disciplinary action.

The Listing Input Department will input listings with an undisclosed address/tax ID. You will be notified by email with the new listing number and NWMLS staff will upload the related Form 7B and Form 7U to the corresponding listing supplements types in accordance with Rule 11(b)(ii). The legal description will not be uploaded to the listing as a supplement.

Exhibit 4

Form 7B
Seller Info Undisclosed
Rev. 4/22
Page 1 of 1

**SELLER'S REQUEST FOR
RESTRICTION ON SHOWING AND SALE**
Seller Info Undisclosed

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_____, ("Seller")
Seller
hereby requests that _____, ("Listing Brokerage Firm")
impose the following restriction on showing and sale of the real property located at:
_____, ("the Property").
Address City State Zip

Listing No. _____

The Property's listing information includes the property owner's name and current residence location (city and state), which is only made available to other real estate brokers, not the public.

Seller requests that ☐ Seller's name; ☐ Seller's current residence location (city and state) be omitted from the information included in the Property's listing and shall not be made available to other real estate brokers in the listing. Seller understands that Seller's name is available to the public through the county's public records.

Buyer's brokers will use Seller's name from the listing in written offers to purchase the Property. Seller understands that this restriction may delay or complicate the presentation of an offer. Seller also understands that this restriction may inhibit the sale of the Property.

Seller's Signature Date

Seller's Signature Date

*The term Seller also includes Lessor for a lease/rental listing.

Exhibit 5

Form 7U
Undisclosed/Unpublished
Rev. 2/24
Page 1 of 1

**SELLER'S REQUEST FOR
UNDISCLOSED ADDRESS
OR UNPUBLISHED LISTING**

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_____, ("Seller")
Seller
through _____, ("Listing Brokerage Firm")
requests the following restriction for listing Seller's real property located at:
_____, ("the Property").
Address City State Zip

Listing No. _____ (if applicable)

Seller and Listing Brokerage Firm intend to execute an Exclusive Listing Agreement. NWMLS Rules require that the Listing Brokerage Firm submit the listing to NWMLS, including the Property address and tax identification number.

Seller understands that the following restrictions are permitted by NWMLS Rules and Regulations:

- Property not advertised on the Internet to the public (but available to real estate brokers in NWMLS's database);
- Property address not shown and/or mapped on the Internet to the public (but available to real estate brokers in NWMLS's database);
- Showings by appointment only;
- No keybox on the property;
- The listing broker or other broker from the Listing Brokerage Firm must attend all showings; and
- Undisclosed seller name and current residence location in NWMLS's database.

In addition to the above restrictions, NWMLS may allow Seller's listing to contain an undisclosed address and tax identification number or allow Seller's listing to not be published in NWMLS's database. These exceptions are rare and made for unique circumstances. NWMLS will inform the Listing Brokerage Firm whether Seller's request is approved.

- ☐ Seller requests that the Property address and tax identification number not be disclosed in the NWMLS database. Seller understands that listing the Property with an undisclosed address and tax identification number may limit the number of potential buyers that view the Property and inhibit the sale of the Property.

Note to Listing Firm: If approved, NWMLS staff must input the listing with an undisclosed address and tax indemnification number.

Reason for request:

- ☐ Seller requests that the listing for the Property not be published in the NWMLS database. Seller understands the listing will not be viewable by any real estate brokers (other than the Listing Broker) and that Listing Brokerage Firm will be prohibited from marketing the Property. This restriction will drastically limit the number of potential buyers that view the Property, inhibit the sale of the Property, and substantially decrease the likelihood that the Seller receives fair market value for the Property.

Reason for request:

Seller's Signature

Date

Seller's Signature

Date

*The term Seller also includes Lessor for a lease/rental listing.

Exhibit 6

EXCLUSIVE SALE AND LISTING AGREEMENT

This Exclusive Sale and Listing Brokerage Services Agreement (the "Agreement") is made by and between _____ ("Seller") and _____ ("Listing Firm" or "Firm") with regard

to the real property commonly known as _____, City _____, County _____, WA, Zip _____; and legally described on Exhibit A ("the Property").

1. DEFINITIONS. (a) "MLS" means the Northwest Multiple Listing Service; and (b) "sell" includes a contract to sell; an exchange or contract to exchange; or an option to purchase. Firm need not submit to Seller any offers to lease, rent, or enter into any agreement other than for sale of the Property.

2. TERM. Seller hereby grants to Listing Firm the exclusive right to list and sell the Property from the date of mutual acceptance of this Agreement ("Effective Date") until midnight of _____ ("Listing Term"). If this Agreement expires while Seller is a party to a purchase and sale agreement for the Property, the Listing Term shall automatically extend until the sale is closed or the purchase and sale agreement is terminated.

3. AGENCY.

- a. Pamphlet. Seller acknowledges receipt of the pamphlet entitled "Real Estate Brokerage in Washington."
- b. Listing Broker. Listing Firm appoints _____ to represent Seller ("Listing Broker"). This Agreement creates an agency relationship with Listing Broker and any of Firm's managing brokers who supervise Listing Broker ("Supervising Broker") during the Listing Term. No other brokers affiliated with Firm are agents of Seller.

4. LIMITED DUAL AGENCY.

- a. Listing Broker as Limited Dual Agent. If initialed below, Seller consents to Listing Broker and Supervising Broker acting as limited dual agents in the sale of the Property to a buyer that Listing Broker also represents. Seller acknowledges that as a limited dual agent, RCW 18.86.060 prohibits Listing Broker from advocating terms favorable to Seller to the detriment of the buyer and further limits Listing Broker's representation of Seller.

_____ Seller's Initials	_____ Date	_____ Seller's Initials	_____ Date
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- b. Firm Limited Dual Agency. If the Property is sold to a buyer represented by one of Firm's brokers other than Listing Broker ("Listing Firm's Buyer's Broker"), Seller consents to any Supervising Broker, who also supervises Listing Firm's Buyer's Broker, acting as a limited dual agent.

5. LIST DATE. Firm shall submit this listing, including the Property information on the attached Listing Input Sheets and photographs of the Property (collectively "Listing Data"), to be published by MLS on _____ ("List Date"), which date shall not be more than 90 days from the Effective Date. Seller acknowledges that exposure of the Property to the open market through MLS will increase the likelihood that Seller will receive fair market value for the Property. Accordingly, prior to the List Date, Firm and Seller shall not promote or advertise the Property in any manner whatsoever, including, but not limited to yard or other signs, flyers, websites, e-mails, texts, social media, mailers, magazines, newspapers, open houses, previews, showings, or tours. Seller shall not materially interfere with Listing Firm's marketing of the Property. To address any privacy or similar concerns, Seller may instruct Listing Broker to limit marketing by not displaying the Property address or map location on the internet, by eliminating any and all internet advertising, and by imposing specific showing requirements and other similar restrictions.

6. FAIR HOUSING. Seller acknowledges that local, state, and federal fair housing laws prohibit discrimination based on sex, marital status, sexual orientation, gender identity, race, creed, color, religion, caste, national origin, citizenship or immigration status, families with children status, familial status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability, or the use of a support or service animal by a person with a disability.

_____ Seller's Initials	_____ Date	_____ Seller's Initials	_____ Date
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EXCLUSIVE SALE AND LISTING AGREEMENT

- 7. COMPENSATION.** Seller acknowledges that there are no standard compensation rates and the compensation in this Agreement is fully negotiable and not set by law. If during the Listing Term, Seller sells the Property and the sale closes; or the sale fails to close due to Seller's breach of the terms of the purchase and sale agreement, Seller shall pay compensation as follows:
- a. Listing Firm Compensation.
- i. _____% of the sales price; \$ _____; other: _____; or
- ii. If the buyer is not represented by a buyer brokerage firm, the Listing Firm compensation shall be _____% of the sales price; \$ _____; other _____ (equal to the amount in subsection 7(a)(i) above if not filled in).
- b. Buyer Brokerage Firm Compensation. Seller acknowledges that offering compensation to a cooperating member of MLS representing the buyer ("Buyer Brokerage Firm") ("Buyer Brokerage Compensation") is not required.
- ☐ **Seller's Offer of Compensation.** Seller offers Buyer Brokerage Compensation as follows:
- i. _____% of the sales price; \$ _____; or other _____ to Buyer Brokerage Firm, which includes another broker affiliated with Listing Firm who represents the buyer; or
- ii. If the Listing Broker is a limited dual agent and represents both Seller and the buyer, _____% of the sales price; \$ _____; or other _____ (equal to the amount in subsection 7(b)(i) above if not filled in) to be paid to Listing Firm as Buyer Brokerage Compensation.
- iii. Buyer Brokerage Compensation shall be paid as set forth above, unless modified by the buyer in a mutually accepted purchase and sale agreement. The offered amount may not be withdrawn or reduced with respect to a buyer after that buyer or the Buyer Brokerage Firm has notified the Listing Firm or Seller of that buyer's intent to submit an offer (and for three calendar days thereafter). Buyer Brokerage Firm is an intended third-party beneficiary of this Agreement.
- iv. If checked, ☐ the offer to pay Buyer Brokerage Compensation shall extend to licensed brokerage firms that are not members of MLS.
- ☐ **Buyer to Request Compensation in Offer.** In lieu of offering a specific compensation amount, Seller invites the buyer to include in the buyer's offer, the amount that the buyer requests Seller to compensate the Buyer Brokerage Firm, which amount must be agreed to by the parties. "Request in Offer" will be displayed in the compensation section of the listing.
- ☐ **No Offer of Compensation.** Seller declines to offer and does not intend to pay Buyer Brokerage Compensation. Seller acknowledges that a buyer may still submit an offer that includes an amount that the buyer requests Seller to compensate the Buyer Brokerage Firm. "None" will be displayed in the compensation section of the listing.
- c. Expiration of the Listing Term. If Seller shall, within _____ days (180 days if not filled in) after the expiration of the Listing Term, sell the Property to any person to whose attention it was brought through the signs, advertising or other action of the Listing Firm, or on information secured directly or indirectly from or through Firm, during the Listing Term, Seller will pay Firm and Buyer Brokerage Firm the above compensation at closing. Provided, that if Seller pays compensation to other licensed brokerage firms in conjunction with a sale, the amount of compensation payable to Firm shall be reduced by the amount paid to such other listing firm and the compensation payable to Buyer Brokerage Firm shall be reduced by the amount paid to such other buyer brokerage firm.
- d. Cancellation Without Legal Cause. If Seller cancels this Agreement without legal cause, Seller may be liable for damages incurred by Firm as a result of such cancellation, regardless of whether Seller pays compensation to another licensed brokerage firm.
- e. Additional Consent. Seller consents to Firm receiving compensation from more than one party, provided that any terms offered to Firm are disclosed as required by RCW 18.86.030.

_____ Seller's Initials	_____ Date	_____ Seller's Initials	_____ Date
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EXCLUSIVE SALE AND LISTING AGREEMENT

- 8. PROPERTY ACCESS AND KEYBOX.** Listing Firm shall install a keybox on the Property that holds a key to the Property which may be opened by an electronic key held by members of MLS, their brokers, and affiliated appraiser members of MLS. Unless otherwise agreed in writing or as set forth in the attached Listing Input Sheets, Firm and other members of MLS shall be entitled to show the Property at all reasonable times.
- a. Property Access for Non-Member Brokers. Listing Firm may be contacted by licensed brokers who are not members of MLS and do not have access to the keybox on the Property. Seller ☐ authorizes; ☐ does not authorize (authorizes if not filled in) Firm to provide access to the Property to licensed brokers who are not members of MLS. If authorized, Listing Firm ☐ shall; ☐ shall not (shall if not filled in) be required to attend any such showing. If authorized, Listing Firm ☐ shall; ☐ shall not (shall if not filled in) require brokers who are not members of MLS to execute an access agreement prior to any showing.
- 9. MULTIPLE LISTING SERVICE.** Seller authorizes Listing Firm and MLS to publish and distribute the Listing Data to other members of MLS and their affiliates and third parties for public display and other purposes, subject to any restrictions imposed by Seller. This authorization shall survive the termination of this Agreement. Firm is authorized to report the sale of the Property (including price and all terms) to MLS and to its members, financial institutions, appraisers, and others related to the sale, provided that any terms reported to MLS before the sale closes shall only be used for aggregated, anonymized reports. Firm may refer this listing to any other cooperating multiple listing service at Firm's discretion or a licensed broker who is not a member of a multiple listing service. Firm shall cooperate with all other members of MLS, members of a multiple listing service to which this listing is referred, and any licensed brokers who are not members of a multiple listing service. MLS is an intended third-party beneficiary of this Agreement and will provide the Listing Data to its members and their affiliates and third parties, without verification and without assuming any responsibility with respect to this Agreement.
- 10. PROPERTY CONDITION AND INSURANCE.** Neither Firm, MLS, nor any members of MLS or of any multiple listing service to which this listing is referred shall be responsible for, and Seller shall indemnify and hold them harmless from, any loss, theft, or damage of any nature or kind whatsoever to the Property, any personal property therein, or any personal injury resulting from the condition of the Property, including entry by the key to the keybox and/or at open houses, except for damage or injury caused by their gross negligence or willful misconduct. Seller is advised to notify Seller's insurance company that the Property is listed for sale and ascertain that the Seller has adequate insurance coverage. If the Property is to be vacant during all or part of the Listing Term, Seller is advised to request that a "vacancy clause" be added to Seller's insurance policy. Seller acknowledges that intercepting or recording conversations of persons in the Property without first obtaining their consent violates RCW 9.73.030 and Seller shall indemnify and hold Firm and other members of MLS harmless from any related claims.
- 11. SELLER'S WARRANTIES AND REPRESENTATIONS.** Seller warrants that Seller has the right to sell the Property on the terms herein. If Seller provides Firm with any photographs, drawings, or sketches of the Property, Seller warrants that Seller has the necessary rights in the photographs, drawings, or sketches to allow Firm to use them as contemplated by this Agreement. Seller shall indemnify and hold Firm and other members of MLS harmless in the event the foregoing warranties are incorrect. Seller represents, to the best of Seller's knowledge, that the Property information on the Listing Input Sheets (attached to and incorporated into this Agreement by this reference) is correct.
- 12. SHORT SALE / NO DISTRESSED HOME CONVEYANCE.** If the proceeds from the sale of the Property are insufficient to cover the Seller's costs at closing, Seller acknowledges that the decision by any beneficiary or mortgagee, or its assignees, to release its interest in the Property, for less than the amount owed, does not automatically relieve Seller of the obligation to pay any debt or costs remaining at closing, including fees such as Firm's compensation. Firm will not represent or assist Seller in a transaction that is a "Distressed Home Conveyance" as defined by Chapter 61.34 RCW unless otherwise agreed in writing. A "Distressed Home Conveyance" is a transaction where a buyer purchases property from a "Distressed Homeowner" (defined by Chapter 61.34 RCW), allows the Distressed Homeowner to continue to occupy the property, and promises to convey the property back to the Distressed Homeowner or promises the Distressed Homeowner an interest in, or portion of, the proceeds from a resale of the property.
- 13. SELLER DISCLOSURE STATEMENT.** Unless Seller is exempt under RCW 64.06, Seller shall provide to Firm as soon as reasonably practicable, a completed "Seller Disclosure Statement" (Form 17 (Residential)), (Form 17C (Unimproved Residential)), or (Form 17 Commercial). Seller shall indemnify, defend, and hold Firm harmless from and against any and all claims that the information Seller provides on Form 17, Form 17C, or Form 17 Commercial is inaccurate.

Seller's Initials_____
Date_____
Seller's Initials_____
Date

Form 1A
Exclusive Sale
Rev. 8/24
Page 4 of 4

EXCLUSIVE SALE AND LISTING AGREEMENT

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14. CLOSING. Seller shall furnish and pay for a buyer's policy of title insurance showing marketable title to the Property. 143
Seller shall pay real estate excise tax and one-half of any escrow fees or such portion of escrow fees and any other 144
fees or charges as provided by law in the case of a FHA, USDA, or VA financed sale. Rent, taxes, interest, reserves, 145
assumed encumbrances, homeowner fees and insurance are to be prorated between Seller and the buyer as of 146
the date of closing. Seller shall prepare and execute a certification (NWMLS Form 22E or equivalent) under the 147
Foreign Investment in Real Property Tax Act ("FIRPTA") and Firm may provide a copy of the FIRPTA certification 148
to escrow and the buyer. If Seller is a foreign person or entity, and the sale is not otherwise exempt from FIRPTA, 149
Seller acknowledges that a percentage of the amount realized from the sale will be withheld for payment to the 150
Internal Revenue Service and Seller shall pay any fees, including any fees incurred by the buyer, related to such 151
withholding and payment. 152

15. DAMAGES IN THE EVENT OF BUYER'S BREACH. In the event Seller retains earnest money as liquidated 153
damages on a buyer's breach, any costs advanced or committed by Firm on Seller's behalf shall be paid therefrom 154
and the balance shall be ☐ retained by Seller; ☐ divided equally between Seller and Firm (retained by Seller if not 155
checked). 156

16. ATTORNEYS' FEES. In the event either party employs an attorney to enforce any terms of this Agreement and 157
is successful, the other party agrees to pay reasonable attorneys' fees. In the event of trial, the successful party 158
shall be entitled to an award of attorneys' fees and expenses; the amount of the attorneys' fees and expenses shall 159
be fixed by the court. The venue of any suit shall be the county in which the Property is located. 160

17. OTHER. 161

Seller's Signature Date

Seller's Signature Date

Seller E-mail Address

Seller Phone Number

Listing Firm

Listing Broker's Signature Date

Listing Firm License Number

Listing Broker License Number

Listing Broker E-mail Address

Listing Broker Phone Number